

CLERK OF THE CIRCUIT COURT

ALLEGANY COUNTY

STATE OF MARYLAND

LAND RECORDS

CHATEL AND MORTGAGE

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

J E B

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I hereby certify that the microphotographs appearing on this reel of film are exact copies of the land records of the Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed pursuant to Chapter 504, Acts of 1949, which requires the Clerks to file with the Commissioner of the Land Office microfilmed copies of the land records in lieu of the abstracts which were previously required.

These microfilms are being produced by the Hall of Records Commission, Records Management Division, (Chapter 434, Acts of 1953).

Joseph E. Smith
Clerk of Circuit Court

For Allegany County

Date September 22, 1954

STATE OF MARYLAND

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Feb 4 54

FILED AND RECORDED JANUARY 4th 1954 at 11:50 A.M.

This Mortgage, Made this 21st day of DECEMBER in the
 year Nineteen Hundred and fifty -three- by and between

Eugene F. Plum and Edith Catherine Plum, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand 00/100 - - - (\$6000.00) - - - Dollars,
 which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty-nine 03/100 - - - (\$49.03) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground lying and being on the Southerly side of the Oldtown Road, in the City of Cumberland, Allegany County, Maryland, which is particularly described as follows:

BEGINNING for the same at a point on the Southerly side of the Oldtown Road, said point being distant 378 1/2 feet measured in an Easterly direction along the Southerly side of the Oldtown Road from its intersection with the Easterly side of South Street, said point being also the beginning point of a certain tract of land conveyed to John Brinker, et ux, by John Mathias Brinker, et ux, by deed dated November 17, 1913, and recorded in Liber 113, folio 447, one of the Land Records of Allegany County, Maryland, and running then South 9 degrees 37 minutes West 362 feet, then South 80 degrees 23 minutes East 80 feet to the Westerly side of Brinker Street, then with said side of said Brinker Street North 9 degrees 37 minutes East 240 feet, then at right angles to said street North 80 degrees 23 minutes West 30 feet, then parallel with said street North 9 degrees 37 minutes East 132.28 feet to the Southerly side of the Oldtown Road, then with said side of said Oldtown Road, South 88 degrees West 51.05 feet to the place of beginning.



BEING the same property which was conveyed unto the parties of the first part by deed of Angelo M. Brinker and Dorothy Brinker, his wife, dated the 15th day of July, 1947 and recorded in Liber No.

117, folio 466 among the Land Records of Allegany County, Maryland

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lege, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

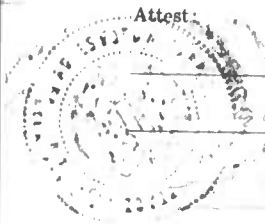
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand 00/100 - - - (\$6000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:



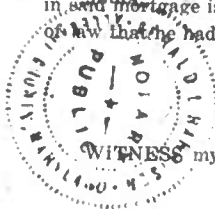
Eugene F. Plum [SEAL]
Eugene F. Plum
Edith Catherine Plum [SEAL]
Edith Catherine Plum
[SEAL]
[SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 30TH day of DECEMBER

in the year nineteen Hundred and Fifty-three, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared ~~and acted; and at the same time before me also personally appeared~~ George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Hamlin
Notary Public.

STATE OF PENNSYLVANIA

DELAWARE COUNTY: to wit:

I, HEREBY CERTIFY, that on this 31ST day of December in the year nineteen Hundred and Fifty-three, before me, the subscriber, a NOTARY PUBLIC of the State of Pennsylvania, in and for said County, personally appeared EUGENE F. PLUM AND EDITH CATHERINE PLUM, his wife, and said mortgagors herein acknowledged the foregoing mortgage to be their act and deed.

Witness my hand and Notarial Seal the day and year aforesaid.



Agnes Ford McMath
Notary Public

JUSTICE OF THE PEACE
My Commission Expires 1st Mon. in Jan. 1956

Compared and ~~found~~ ~~correct~~ ~~by~~ ~~me~~
Chas E Hegner
T. Ford H. Ok

FILED AND RECORDED JANUARY 4" 1954 at 3:30 P.M.

This Mortgage, made this 30th day of December

year Nineteen Hundred and fifty-three, by and between

Mildred Marie Atkinson, single.

expression shall include her heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part y of the first part and hereinafter called Mortgagor, which

Charles E. Heavner

hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS, The said Mortgagor is justly and bona fide indebted unto the said Mortgagee in the full sum of Two Thousand Fifty (\$2,050.00) Dollars, which said indebtedness is to be repaid at the rate of not less than Twenty-Five (\$25.00) Dollars each month in addition thereto, and the said Mortgagor is to pay the interest thereon at the rate of Five per centum (5%) per annum. The interest is to be computed semi-annually, and it is further understood and agreed by and between the parties hereto that the total obligation, both principal indebtedness and interest it to be repaid in full within sixteen (16) months from the date hereof.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor does hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that part of that lot or parcel of land situated along the Christy Road and which was conveyed unto William F. Fisher by Adleheit Fesenmeier by deed dated April 2, 1897, and which is more particularly described as follows, to-wit: .

BEGINNING at a point in the center of the Christy Road, North 67-3/4 degrees West 2 1/2 perches from a small white oak marked with 3 notches and being at the end of South 60 1/2 degrees East 25 perches, North 14 1/2 degrees East 44 perches, North 29-3/4 degrees East 16 perches, North 34-3/4 degrees East 9-86/100 perches from a small white oak, at the beginning of the whole lot, it being at or near 12-14/100 perches on the 17th line of the whole lot as conveyed to William F. Fisher as aforesaid, and running thence across the said whole lot, South 59 1/2 degrees East 26 perches to a stone, South 42 degrees 10 minutes East 18 perches to a stone, South 44 degrees 5 minutes East 13-56/100 perches to a stone, South 64 degrees 25 minutes East 6-96/100 perches to a stone, South 60 degrees East 22-96/100 perches to a stone, 2 feet North of a white oak on the 8th line of the said whole lot or parcel of ground, and with the said lines thereof as corrected for magnetic variation, North 34 1/2 degrees East 7-92/100 perches to a chestnut oak stump, shown by said William F. Fisher as the end of said line and which is now marked by a chestnut oak sapling with 6 notches in a line, then still with the lines of the whole lot, corrected as aforesaid, North 86 1/2 degrees East 35 perches to the bank of Evitt's Creek, North 6 1/2 degrees West 22 perches, North 44 degrees 55 minutes West 97 perches to the Christy Road and with

it, and still with the lines of the whole lot, South 70 degrees West, 11 perches, South 30-3/4 degrees East 10 perches, South 44 1/2 degrees West 15 perches, South 50-3/4 degrees West 12 perches, South 46 degrees West 11 perches, South 34-3/4 degrees West 12-14/100 perches to the beginning, containing 33-4/5 acres, more or less.

It being the same property which was conveyed unto the said Mortgagor by Charles E. Heavener and wife, by deed dated the 30 day of December, 1953, and to be duly filed for record among the Land Records of Allegany County.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid Two Thousand Fifty (\$2,050.00) Dollars

and in the meantime shall perform all the covenants herein on HER part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenants to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, his duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least Two Thousand Fifty (\$2,050.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor

Attest: George R. Hughes Mildred Marie Atkinson (SEAL)
Mildred Marie Atkinson

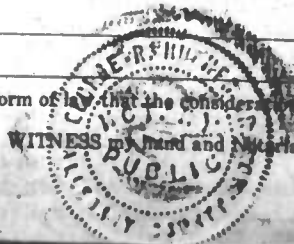
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 30th day of December, in the year 19 53, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Mildred Marie Atkinson

the within named Mortgagor, and acknowledged the foregoing mortgage to be her act and deed. And at the same time, before me, also personally appeared Charles E. Heavener

the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



George R. Hughes
Notary Public

Compared and Mailed *James E*
 To *Mrs. A. Centre St. City*
Feb 16 1954

FILED AND RECORDED JANUARY 4" 1954 at 3:30 P.M.

This Mortgage, made this *28th* day of December, in the
 year Nineteen Hundred and fifty-three, by and between

Mildred Page Johnson, unmarried,

hereinafter called Mortgagor, which
 expression shall include her heirs, personal representatives, successors and assigns where
 the context so admits or requires, of Allegany County, State of Maryland, part y of the first part and

W. Wallace McKaig,

hereinafter called Mortgagee, which expression shall include his heirs, personal represen-
 tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of
 Maryland, part y of the second part, witnesseth:

WHEREAS The Mortgagor is justly and bona fide indebted unto the
 Mortgagee in the full sum of Seven Thousand (\$7,000.00) Dollars, which
 said indebtedness is payable three years after date hereof, together
 with the interest thereon at the rate of Five per centum (5%) per annum.
 Said Mortgagor hereby covenants and agrees to make payments of not less
 than Seventy (\$70.00) Dollars each month on account of the principal
 indebtedness and interest as herein stated, the interest to be com-
 puted semi-annually at the rate aforesaid and deducted from said pay-
 ments, and the balance thereof, after deducting the interest, shall be
 credited to the principal indebtedness.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises
 and the sum of One Dollar, in hand paid, the said Mortgagor does hereby bargain and sell, give,
 grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot or parcel of ground situated and lying on the Westerly
 side of Goethe Street in the City of Cumberland, Allegany County, Mary-
 land, known and designated as Lot No. 7 of the subdivision of Turner
 Hall, and more particularly described as follows:

BEGINNING at a stake at the end of the third line of the description
 of the lots Numbers 3, 4, 5, and 6 of said subdivision, and running
 thence, reversing said third line, South 57-7/12 degrees East 200 1/2 feet
 to the Westerly side of Goethe Street; and with it, South 39-1/6 degrees
 West 25-1/6 feet; thence leaving said street and running parallel with
 and 25 feet distant from the first line of this description; North 57-7/12
 degrees West 197 feet to intersect a line drawn South 30 1/2 degrees West
 from the place of beginning; thence reversing said intersecting line,
 North 30 1/2 degrees West from the place of beginning; thence reversing said
 intersecting line, North 30 1/2 degrees East 25 feet to the place of be-
 ginning.

It being the same property which was conveyed unto the said Mortga-
 gor by Bertha Hymes, unmarried, by deed dated the 2nd day of February,
 1945, and recorded in Liber No. 202, folio 681, one of the Land Records
 of Allegany County.

ALSO, All those lots, pieces and parcels of ground, lying and being
 on the Easterly side of Goethe Street, in the City of Cumberland, Alle-
 gany County, Maryland, being parts of Lots Nos. 55 and 56 of Henderson
 and Pearre's Addition to Cumberland, a plat of which said Addition is
 recorded among the Land Records of said Allegany County in Liber No. 38,
 folio 562, and particularly described as follows, to-wit:

FIRST: BEGINNING for the same at a point on the Easterly side of Goethe Street, at the end of the first line of Lot No. 54 of said Addition, and running thence with the Easterly side of said Goethe Street, North 26 degrees 45 minutes East 19.4 feet to intersect a line drawn through the center of the division wall between the frame house Nos. 91 and 93 Goethe Street, (now Nos. 481 and 483 Goethe Street), thence reversing said intersecting line and with the center line of said division wall, and the same extended, South 63 degrees 15 minutes East 93.8 feet to the Westerly side of a private alley, thence with said alley, South 29 degrees 20 minutes East 10 feet, South 14 degrees 40 minutes West 13.9 feet to the second line of said Lot No. 54, thence reversing said second line, North 63 degrees 15 minutes West 104.8 feet to the beginning.

SECOND: BEGINNING for the same at a point on the Easterly side of Goethe Street, at its intersection with a line drawn through the center of the division wall between Nos. 91 and 93 Goethe Street (now Nos. 481 and 483 Goethe Street), said point being at the end of 19.4 feet on the first line of Lot No. 55 of said Henderson and Pearre's, and running with the Easterly side of Goethe Street, North 26 degrees 45 minutes East 20.6 feet to a private alley 10 feet wide, thence with said alley, South 63 degrees 15 minutes East 63 feet, South 29 degrees 20 minutes East 36.9 feet to intersect a line drawn through the center of said division wall between the frame houses Nos. 91 and 93 Goethe Street, (now Nos. 481 and 483 Goethe Street), thence reversing said intersecting line and with the center line of said division wall, and the same extended, North 63 degrees 15 minutes West 93.8 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagor by Lois Ann Bolka and Rudolph Andrew Bolka, her husband, by deed dated the 5th day of December, 1953, and recorded in Liber No. 255, folio 239, one of the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid Seven Thousand (\$7,000.00) Dollars

and in the meantime shall perform all the covenants herein on *her* part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, his duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least

Seven Thousand (\$7,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor

Attest:

George R. Hughes

Mildred Page Johnson
Mildred Page Johnson

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 28th day of December, in the year 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Mildred Page Johnson, unmarried

the within named Mortgagor, and acknowledged the foregoing mortgage to be her act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig

the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



George R. Hughes
Notary Public

Compared and Mailed 10/16/54
To Mtgee Barton Md
Feb 16 1954

FILED AND RECORDED JANUARY 9th 1954 at 10:05 A.M.

This Mortgage, Made thiatwenty first day of December-----
in the year Nineteen Hundred and Fifty three-----, by and between
Frank, H. Lambert and Alice S. Lambert, husband and wife-----
of Allegany-----County, in the State of Maryland-----
parties of the first part, and The First National Bank of Barton, Maryland,
a corporation organized under the national banking laws of The United
States of America-----
of Barton, Allegany-----County, in the State of Maryland-----
party of the second part, WITNESSETH:



Whereas,
The said parties of the first part are indebted unto
the paid party of the second part in the full and just sum of one
thousand dollars (\$ 1000.00) for money lent, which loan is now
evidenced by the promissory note of the said parties of the first
part, of even date herewith, payable on demand with interest in

the sum of \$ 1000.00 at The First National Bank of Barton, Maryland
And Whereas, it was agreed between the parties hereto prior to the
lending of said money and the giving of said note that this mort-
gage should be executed,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said parties of the first part-----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of
the second part, their-----

heirs and assigns, the following property, to-wit:

That certain lot of ground located in the town of Field, in
Allegheny County, Maryland, adjoining the public school property,
and known as the "Resurvey on Elk Lick", and which property was
conveyed unto the said parties of the first part by deed from J.
Edwin Winters and Alma M. Winters, his wife, dated September 25,
1945 and recorded among the land records of Allegheny County, Mary-
land on October 9th, 1945, and to which deed so recorded a reference
is hereby made for a more definite and particular description of the
property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their-----

----- heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, its successors-----

or assigns, the aforesaid sum of One thousand dollars-----
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their----- part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of

the first part, their heirs and assigns-----

----- may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said parties of the first part-----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-
terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the

second part, its successors-----

and assigns, or Horace P. Whitworth, its-----
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first
part, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

do hereby further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or its successors
assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire,
to insure to the benefit of the mortgagee its successors or assigns, to the extent
of its or their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest:

P. H. Gallagher
P. H. Gallagher

Frank H. Lambert (SEAL)
Alice S. Lambert (SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this twenty first day of December
in the year nineteen Hundred and Fiftythree before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Frank H. Lambert and Alice S. Lambert, husband and wife
and each acknowledged the foregoing mortgage to be their voluntary
act and deed; and at the same time before me also personally appeared Patrick A. Laughlin
President of The First National Bank of Barton, Maryland,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and that he is the president
of the said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

J. Joseph Howell
Notary Public.



Computed and Mailed
 To *Mtge Westernport Md*
Feb 16 54

FILED AND RECORDED JANUARY 5th 1954 at 10:05 A.M.

This Mortgage, Made this thirty first day of December

in the year Nineteen Hundred and Fifty three-----, by and between

Harvel T. Clark and Ethel Clark, husband and wife-----

of Westernport, Allegany-----County, in the State of Maryland-----

parties of the first part, and The Citizens National Bank of Westernport,

Maryland, a corporation, organized under the national banking laws of

The United States of America-----

of Westernport, Allegany-----County, in the State of Maryland-----

party of the second part, WITNESSETH:



Whereas,

The said parties of the first part are indebted unto the party of the second part in the full and just sum of one thousand dollars for money lent, which loan is evidenced by their promissory note of even date herewith, payable on demand with interest to the order of the said party of the second part at The Citizens National Bank of Westernport, Maryland. And Whereas, it was agreed between the parties prior to the making of said loan and the giving of said note that this mortgage should be executed,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part-----

do ----- give, grant, bargain and sell, convey, release and confirm unto the said Party of the second part, its successors-----

and assigns, the following property, to-wit:

All that part of lot number 240 in Hammond's Addition to the town of Westernport in Allegany County, State of Maryland, being the rear or eastern portion thereof, the same having a frontage on the South side of Fifth Street of sixty three feet (63) and extending back, the same width throughout a distance of fifty feet (50) to lot No. 238 in said addition. Being the same parcel of land which was conveyed ----- by deed from George Clerk and wife, dated October 12, 1931 and of record among the land records of Allegany County, Maryland in Liber No. 167 Folio 325. To which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their
~~heirs, executors, administrators or assigns,~~ do and shall pay to the said
party of the second part, its successors
~~or assigns,~~ the aforesaid sum of One thousand dollars
 together with the interest thereon, as and when the same shall become due and payable, and in
 the meantime do and shall perform all the covenants herein on their part to be
 performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of
the first part, their heirs and assigns
~~may hold and possess the aforesaid property, upon paying in~~
 the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
 mortgage debt and interest thereon, the said parties of the first part
 hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-
 terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
 then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
 and these presents are hereby declared to be made in trust, and the said party of the
second part, its successors

~~heirs, executors, administrators or assigns,~~ or Horace P. Whitworth, its or
 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
 time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
 and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
 or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
 days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
 berland, Maryland, which sale shall be at public auction for cash, and the proceeds arising
 from such sale to apply first to the payment of all expenses incident to such sale, including all
 taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly,
 to the payment of all moneys owing under this mortgage, whether the same shall have been then
 matured or not; and as to the balance, to pay it over to the said parties of the first
part, their heirs or assigns, and
 in case of advertisement under the above power but no sale, one-half of the above commission
 shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part
~~further covenant to~~
 insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
 Company or companies acceptable to the mortgagee or its successors or
 assigns, the improvements on the hereby mortgaged land to the amount of at least
One thousand Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
 to inure to the benefit of the mortgagee its successors, or or assigns, to the extent
 of its or their lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:
Charles J. Laughlin

Mervel T. Clark [SEAL]
 Mervel T. Clark

[SEAL]
Ethel F. Clark [SEAL]
 Ethel F. Clark.

[SEAL]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this thirty first day of December-----
 in the year nineteen Hundred and Fifty three-----, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
Kervel T. Clark and Ethel F. Clark, husband and wife-----
 and each acknowledged the foregoing mortgage to be their voluntary
 act and deed; and at the same time before me also personally appeared Horace P. Whitworth
President of The Citizens National Bank of Westernport, Maryland-----
 the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth, and that he is the president
 of the said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard H. Whitworth
 Notary Public



FILED AND RECORDED JANUARY 5th 1954 at 10:05 A.M.
 PURCHASE MONEY

This Mortgage, Made this twenty ninth day of December-----
 in the year Nineteen Hundred and Fifty three-----, by and between
John C. Shingler, single, George Shingler Sr. and Rosetta Shingler, his
wife-----
of Allegany County, Maryland-----
 parties of the first part, and The Citizens National Bank of Westernport,
Maryland, a corporation, organized under the national banking laws of
The United States of America-----
of Westernport, Allegany----- County, in the State of Maryland-----
 party of the second part, WITNESSETH:

Whereas,

Notary Seal of the State of Maryland
John C. Shingler
John 16

The said parties of the first part are indebted unto the party of the second part in the full and just sum of eighteen hundred dollars for money lent, being the purchase price of the hereby mortgaged property, and which loan is evidenced by the promissory note of the parties of the first part or even date herewith, payable on demand with interest to the order of the party of the second part at The Citizens National Bank of Westernport, Maryland, and whereas, it was agreed prior to the making of said loan and the giving of said note that this purchase money mortgage should be executed _____

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part _____

do _____ give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors _____

and assigns, the following property, to-wit:

All that certain lot of ground in the village of Franklin, near the town of Westernport, in Allegany County, known and described as Lot A in a subdivision of the Gannon property, and said lot fronting 80.7 feet on the East side of the County Road leading from Westernport to Barton, and being the same property which was conveyed unto George Shingler, Sr. and John C. Shingler by deed from Paul P. Gannon, dated December 24, 1953 and which deed is to be recorded among the land records of Allegany County, Maryland at the same time as this purchase money mortgage; also that adjoining lot which was conveyed unto George Shingler by deed from Marie K. Gannon, dated January 14, 1948, recorded in Liber No. 208 Folio 265 of the land records of Allegany County, Maryland; also that lot adjoining which was conveyed by Paul P. Gannon and Marie Gannon to George Shingler and wife, dated the third of September, 1949, recorded in Liber No. 226 Folio 425 of the land records of Allegany County, Maryland. To which deeds so recorded a reference is hereby made for a more definite and particular description.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part _____ their _____ heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors _____ or assigns, the aforesaid sum of eighteen hundred dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs or assigns _____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part _____ hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the first part, its successors or assigns

or HORACE P. Whitworth, its or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighteen hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor,

Attest:

H. P. Whitworth

John C. Shingler [SEAL]
John C. Shingler
George Shingler, Sr. [SEAL]
George Shingler, Sr.
Rosetta Shingler [SEAL]
Rosetta Shingler

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this twenty ninth day of December

in the year nineteen Hundred and Fifty three before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared John C. Shingler, single; George Shingler, Sr. and Rosetta Shingler, his wife.

and each acknowledged the foregoing mortgage to be their voluntary

act and deed; and at the same time before me also personally appeared HORACE P. Whitworth, President of The Citizens National Bank of Westernport, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the president of the said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Richard Blumenthal
Notary Public.

Compared and Mailed *in*
To *Mtge. Westernport Md*
Feb 16 1954

FILED AND RECORDED JANUARY 5 1954 at 10:05 A.M.
PURCHASE MONEY

This Mortgage. Made this twenty-ninth day of December
in the year Nineteen Hundred and Fifty three by and between

Roy R. Bland and Elsie E. Bland, husband and wife

of Luke, Allegany County, in the State of Maryland

parties of the first part; and The Citizens National Bank of Westernport,
Maryland, a corporation, organized under the national banking laws of
The United States of America

of Westernport, Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas,

The said parties of the first part are indebted
unto the said party of the second part in the full and just sum of
four thousand dollars for money lent, which loan is to be applied on the
purchase price of the herein mortgaged property, and is evidenced by the
promissory note of the said parties of the first part, of even date
herewith, payable on demand with interest to the order of the said party
of the second part at The Citizens National Bank of Westernport, Maryland
in said sum of four thousand dollars. And Whereas, it was agreed that
this mortgage should be executed to secure the same,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said Parties of the first part

do-----give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns-----

the following property, to-wit:

All that land in the town of Luke, Allegany County, Maryland, known as lot No. 255 on the plat of West Piedmont, fronting 25 feet on the West side of Fairview Street and extending back to Peach Alley, improved by dwelling house No. 309, and which was conveyed unto the parties of the first part herein by deed from Mary A. Friday, widow, dated December 29th, 1953 and to be recorded among the land records of Allegany County, Maryland at the same time as this purchase money mortgage; also the lot of land adjoining the above lot, fronting 25 feet on the West side of Fairview Street, improved by house No. 311 and being lot No. 256 on the plat of said town of Luke, and being the same property which was conveyed unto the parties of the first part herein by deed from The West Virginia Pulp and Paper Company, dated August 7, 1953 and of record in Liber No. 252 Page 238 of the land records of Allegany County, Maryland. To which deeds so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their-----

-----heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors-----

or assigns, the aforesaid sum of Four thousand dollars-----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their----- part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, their-----

-----heirs & assigns may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second

part, its successors-----

and assigns, or Horace P. Whitworth, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first

part, their-----heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor & their-----representatives, heirs or assigns.

And the said parties of the first part-----

-----further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors----- or assigns, the improvements on the hereby mortgaged land to the amount of at least Four thousand----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~****~~ or assigns, to the extent of its or-----their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors.

Attest:

Horace P. Whitworth Jr.

Roy R. Bland [SEAL]
Roy R. Bland

[SEAL]

Elsie E. Bland [SEAL]
Elsie E. Bland.

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this twenty ninth day of December-----
in the year nineteen Hundred and Fifty three-----, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Roy R. Bland and Elsie E. Bland, husband and wife-----
and each---- acknowledged the foregoing mortgage to be their voluntary-----
act and deed; and at the same time before me also personally appeared Horace P. Whitworth,
President of The Citizens National Bank of Westernport, Maryland.
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and that he is the president of
said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard H. Whitworth
Notary Public



Compared and Mailed (checked)
 To Mtgee Piedmont, W. Va.
 Feb 16 54

FILED AND RECORDED JANUARY 5th 1954 at 10:10 A.M.

This Mortgage

made this Twenty Ninth day of December _____ in the year Nineteen Hundred and Fifty Three, by and between

Roy K. Bland and Elsie E. Bland, his wife, of Allegany County, Maryland,

hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part iest the first part and

Donald P. Whitworth and Anna Lee Whitworth, his wife, of Allegany County, Maryland, --- hereinafter called Mortgagee s, which expression shall include their --- heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part iest the second part, witnesseth:

upon a Promissory Note of even date herewith WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of TWENTY SIX HUNDRED AND FIFTY Dollars (\$ 2650.00), with interest from date at the rate of Six percentum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of Dr. Donald P. Whitworth, in Piedmont, West Virginia, or at such other place as the holder hereof may designate in writing, in monthly installments of at least Thirty Dollars (\$ 30.00), commencing on the 29th day of January, 19 54, and on the Twenty Ninth day of each month thereafter until the principal and interest are fully paid, ~~except that the first payment of \$ 30.00 shall be made on the 29th day of January, 19 54, and on the 29th day of each month thereafter until the principal and interest are fully paid,~~ the Mortgagor reserved to pay this debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due, on the first day of any month prior to maturity; and

WHEREAS, the amount herein borrowed is for the purchase price of the hereinafter described real estate and therefore this is known as a Purchase Money Mortgage. and

WHEREAS, it is understood between the parties hereto that this Mortgage is subject to the lien of the Citizen's National Bank of Westernport, Maryland, for the sum of Four Thousand Dollars (\$4,000.00), dated December 29th, 1953, and recorded among the Land Records of Allegany County, Maryland, in the Mortgage Lien Records. ---

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor s do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee s the following property, to-wit:

All of that land in the Town of Luke, in Allegany County, Maryland, known as Lot Number Two Hundred Eighty Five (285) on the plat of West Piedmont, fronting 25 feet on the West side of Fairview Street and extending back to Peach Alley, as improved by Dwelling House No. 309, and which was conveyed unto the said parties of the first part herein by deed from Mary K. Friday, Widow, dated December 29th, 1953, and to be recorded among the Land Records of Allegany County, Maryland, at the same time as this purchase money mortgage; ALSO the lot of land adjoining the above lot, fronting 25 feet on the West side of Fairview Street, improved by House No. 311, and being Lot Number Two Hundred Eighty Six (286) on the plat of said town of Luke, and being the same property which was conveyed unto the said parties of the first part herein by deed from the West Virginia Pulp and Paper Company, dated August 3, 1953, and of record in Liber No. 252, folio 238, of the Land Records of Allegany County, Maryland. To which deeds so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee s the aforesaid

TWENTY SIX HUNDRED AND FIFTY DOLLARS (\$2,650.00)

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in

whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth Jr. is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagee. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagee to the person advertising.

AND the said Mortgagee further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least

SIXTY SIX HUNDRED AND FIFTY DOLLARS, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to insure to the benefit of the Mortgagee to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagee.

Attest:

Horace P. Whitworth Jr.

Roy R. Bland (SEAL)
Roy R. Bland

(SEAL)

Elsie E. Bland (SEAL)

Elsie E. Bland (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 29th day of December, in the year 1953, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Roy R. Bland and Elsie E. Bland, his wife,

the within named Mortgagee, and acknowledged the foregoing mortgage to be their voluntary act and deed. And at the same time, before me, also personally appeared Donald P. Whitworth and Anna Lee Whitworth, his wife,

the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

Richard H. Whitworth



Completed and Mailed *James E.*
T. J. L. Roberts Atty. Gen.
Feb 16 1954

FILED AND RECORDED JANUARY 5th 1954 at 10:40 A.M.

Purchase Money
This Mortgage.

Made this 4th day of January,
 in the year Nineteen Hundred and Fifty -three, by and between

Brace L. Hutson and Doris C. Hutson, his wife, and Audrey L. Hutson,
 Widow,
 of Allegany County, in the State of Maryland,

parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee.
 WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
FOUR THOUSAND AND FIVE Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of FIFTY Dollars,
 on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit: All of the following parcels of land situated in or near the Village of Cresaptown in Allegany County, State of Maryland, which are particularly described as follows, to-wit:

FIRST PROPERTY: BEGINNING on the North side of the Winchester Road at the Southwest corner of Hutson's Lot, said point being at the end of 10-1/2 feet on a line drawn South 66-1/2 degrees East from an Eilanthus tree, and running thence with said Hutson's lot North 56 degrees East 172-1/4 feet to the Northwest corner thereof, then North 35 degrees West 359-3/4 feet to the said Winchester Road and running with it South 36 degrees West 93-3/4 feet, then South 20 degrees West 72 feet, then South 21 degrees East 97 feet, then South 33 degrees East 179 feet to the BEGINNING.

Saving and excepting therefrom all those parts thereof which were heretofore conveyed by Annie Kammauf by deed as follows: To Charles S. Grant, et ux., by deed dated March 18, 1932, and recorded among the Land Records of Allegany County, in Deeds Liber No. 167, folio 335; to Leroy R. Robertson by deed dated June 3, 1937, and recorded among the Land Records of Allegany County, in Deeds Liber No. 178, folio 194; to Christine Burns by deed dated August 24, 1937, and recorded ~~among~~ in Deeds Liber No. 178, folio 466; to Dean W. Broadwater by deed dated August 31, 1937, and recorded in Deeds Liber No. 178, folio 496; and to George Broadwater by deed dated August 31, 1937, and recorded in Deeds Liber No. 178, folio 497.

This being the same property which was conveyed by Edward J. Kammauf, Widower, et al., unto the said Brace L. Hutson and Doris C. Hutson, his wife, by deed dated January 4, 1954, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein.

The above described property is improved by a frame dwelling house of two stories consisting of eight rooms.

SECOND PROPERTY which consists of two parcels and are particularly described as follows, to-wit:

First-Parcel: All those lots or parcels of land situated on the westerly side of the McMullen Highway near the Village of Pinto, in Alle any County, State of Maryland, which are known as Lots Nos. 14 and 15 as shown on the plat of Section A Triple Lakes Town Site, which plat is filed among the Land Records of Allegany County, Maryland, in plat box # 107. Special reference is hereby made to the aforesaid plat for a full and complete description of the lots hereby conveyed. Each of said lots has a frontage of 25 feet on McMullen Highway and an even depth of 125 feet

Second Parcel: All that certain tract or parcel of land situated in the Village of Cresaptown, Allegany County, Maryland, and known and designated as Lot No. 2 on the plat of the Village of Cresaptown, said lot fronting 82-1/2 feet on Virginia Street in said Village, and extending back 165 feet.

This being the same property which was conveyed by Brace L. Hutson, et al., unto the said Audrey L. Hutson, Widow, by deed dated October 14, 1953, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein.

The above mentioned deed conveyed all of the right, title and interest of all the parties having an interest in the said property except for the interest of two infants and their interests was conveyed by Thomas Lohr Richards, Trustee in No. 23,281 Equity, to Audrey L. Hutson, by deed dated January 4, 1954, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein. In the last mentioned deed the interest of John A. Hutson, infant, and George N. Hutson, infant, were conveyed as aforesaid. Special reference is hereby made to the above mentioned deeds for a more full and complete description of the property hereby conveyed. The second parcel mentioned last above is improved by a log and frame two story dwelling house consisting of six rooms and bath and equipped with hot air furnace and by a detached garage for two automobiles with a shop under the garage.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred Dollars (\$500) nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, Section 2, of the Annotated Code of Maryland.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay, when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

of FOUR THOUSAND AND FIVE Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagor s.

Attest:

Rosalie A. Crabtree

Brace L. Hutson (SEAL)

Doris C. Hutson (SEAL)

Audrey L. Hutson (SEAL)

Quincy L. Hutson (SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 4th day of January,
in the year nineteen hundred and fifty -four, before me, the
subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared
Brace L. Hutson and Doris C. Hutson, his wife, and Audrey L. Hutson

the said mortgagor s herein and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Thomas Lohr Richards,

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Rosalie A. Crabtree
Notary Public.

Compared and attested to
To *Mtyle Cresaptown, Md.*
Feb 16 1954

Filed AND RECORDED JANUARY 5th 1954 at 1:00 P.M.

This Mortgage. Made this 5th day of January
in the year Nineteen Hundred and Fifty four, by and between
Louis Russell Winter and Mary P. Winter, his wife, both of Cresap-
town,
of Allegany County, in the State of Maryland
parties of the first part, and Wassell O. Winter and Mary C. Winter, his
wife, also both of Cresaptown,



of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the
the said parties of the second part in the full and just sum of
Eleven Hundred (\$1100.00) Dollars, for money lent, which loan is evid-
enced by the promissory note of the said parties of the first part of
even date herewith for the sum of Eleven Hundred Dollars, payable two
years after date without interest to the order of the said parties of the second part;

Whereas, it was understood and agreed by the parties hereto that
this mortgage should be executed in order to secure the prompt payment
of said mortgage, or any renewal thereof which might be executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, ~~together with the interest thereon~~ the said Louis Russell Winter and Mary P. Winter, his wife, parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All that piece and parcel of real estate situated in Frosttown, Allegany County, Maryland, and being more particularly described as follows:

Beginning at a stake standing on the Northerly side of Winter Drive at the end of the second line line deed to Harold G. Winter, et ux, bearing date, the 11th day of October, 1949, and recorded in Liber No. 227, folio 452, one of the land records of Allegany County, Maryland, and reversing said second line North 2 degrees 00' East 136.5

feet; thence South 85 degrees 57 minutes East 50 feet; thence South 2 degrees West 132.01 feet to the Northerly side of Winter Drive; thence with said Northerly side of Winter Drive South 83 degrees .08' West 26.02 feet; thence continuing with the Northerly side of Winter Drive North 84 degrees 46 minutes West 24.33 feet to the place of beginning. Being the same piece and parcel of land which was conveyed unto the parties of the first part herein by the parties of the second part by deed bearing date the 28th day of May, 1953, and recorded among the land records of Allegany County, Maryland, in Liber No. 250, folio 221.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of Eleven Hundred Dollars.

~~As soon as the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on~~ their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, ~~constituting interest thereon~~ in whole or in part, or in any agreement, covenant or condition of this mortgage,

then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties

of the second part, their

heirs, executors, administrators and assigns, or Estel C. Kelley his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least

Eleven Hundred Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Mrs. Elizabeth Mesgher x Louis Russell Winter [SEAL]
Mary P. Winter [SEAL]
 x Mary P. Winter

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 5th day of January in the year nineteen Hundred and Fifty Two, before me, the subscriber, a Justice of Peace of the State of Maryland, in and for said County, personally appeared Louis Russell Winter and Mary P. Winter, his wife and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Wressell O. Winter and Mary P. Winter, his wife the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

William E. Mesgher
 Justice of Peace for Allegany County



FILED AND RECORDED JANUARY 5th 1954 at 3:10 P.M.

VA Form 4-4318 (Home Loan)
April 1951. Use optional
Servicemen's Readjustment Act
(38 U. S. C. A. 664 (a)). Ac-
ceptable to RMC Mortgage Co.

MARYLAND

MORTGAGE

This MORTGAGE, made this 4th day of January, A. D. 1954, by and between LUCKY ELTON NEWCOMER and LUYERN NEWCOMER, his wife,

of Allegany County, in the State of Maryland, hereinafter called the Mortgagor, and The Liberty Trust Company, Cumberland, Maryland, a corporation organized and existing under the laws of the State of Maryland hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee~~, is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of FIVE THOUSAND, FIVE HUNDRED Dollars (\$ 5,500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of four and one-half per centum (4 1/2 %) per annum until paid, principal and interest being payable at the office of The Liberty Trust Company, in Cumberland, Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Forty-two and 08/100 Dollars (\$ 42.08), commencing on the first day of February, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of January, 1969. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Cumberland, Allegany County, in the State of Maryland, to wit:

All that lot or parcel of ground situated and lying in the City of Cumberland, Allegany County, Maryland, known and distinguished as part of Lots 22 and 23 of Henderson and Pease's Addition to the City of Cumberland and more particularly described as follows:

BEGINNING for the same on the westerly side of Goethe Street at the end of a line drawn northerly 553 feet from the northeast corner of the "Darnell House" and running thence at right angles with Goethe Street North 63 degrees 15 minutes East 100 feet, thence by a line parallel with Goethe Street and 100 feet distant therefrom North 26 degrees 45 minutes East 25 feet, thence South 63 degrees 15 minutes East 100 feet to the westerly side of Goethe Street, thence along said side of Goethe Street South 26 degrees 45 minutes West 25 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Wilmettie Haller, widow, by deed dated the 4 day of January 1954, and duly recorded among the Land Records of Allegany County, Maryland.

This mortgage is executed to secure part of the purchase money for the property herein described and conveyed and is, therefore, a Purchase Money Mortgage.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned:

To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the

terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for sixty days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or

George R. Hughes, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective

heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

James M. Lortley
James M. Lortley

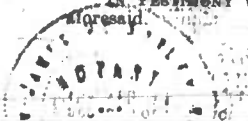
Lloyd Elton Newcomer [SEAL]
LuVern E. Newcomer [SEAL]
[SEAL]
[SEAL]

STATE OF MARYLAND, ALLEGANY COUNTY to wit:

I HEREBY CERTIFY, That on this 4th day of January, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany aforesaid, personally appeared Lloyd Elton Newcomer and LuVern E. Newcomer, his wife the above named Mortgagors, and each acknowledged the foregoing mortgage to be their act.

At the same time also personally appeared Charles A. Piper the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

In Testimony WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.



James M. Lortley
Notary Public

FILED AND RECORDED JANUARY 6th 1954 at 2:35 P.M.
PURCHASE MONEY

This Mortgage, Made this 6th day of January, 1954,
in the year Nineteen Hundred and Fifty - ~~three~~ four, by and between

Franklin C. J. Pennone and Betty M. Pennone, his wife,

of Allegany County, in the State of Maryland
part 1st of the first part, and

The Second National Bank of Cumberland, a National Banking Corporation, with its principal place of business in Cumberland

of Allegany County, in the State of Maryland
part 2nd of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the parties of the second part in the full and just sum of Four Thousand Four Hundred (\$4400.00) Dollars with interest at the rate of Four and one-half (4½) per cent per annum computed monthly on unpaid balances, said indebtedness to be amortized over a 20 year period by the payment of at least Twenty-seven Dollars Eighty-four Cents (\$27.84) per month, the first monthly payment being due and payable on the date of these presents and each and every month thereafter until the whole principal together with the interest thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness of any part thereon not less than the amount of one installment, or one Hundred Dollars (\$100.00), whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Franklin C. J. Fannone and

Betty M. Fannone, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Second National Bank of Cumberland, its successors,

and assigns, the following property, to-wit:

All that lot, piece or parcel of ground situated, lying and being on the easterly side of Uhl Highway about three miles southerly of the City of Cumberland, Allegany County, Maryland, which said parcel is more particularly described as follows, to wit:

Beginning for the same at a concrete marker at the end of the third line of the deed from Edward A. Koegel et al to the Potomac Edison Company dated July 3, 1947, which is recorded in Liber 215, Folio 251, one of the Land Records of Allegany County, Maryland, and then running from said point South 82½ degrees East 26.7 feet to the corner post of a fence, then with said fence South 26½ degrees West 251.5 feet to a second corner post, then South 87½ degrees West 29.25 feet to a post of said fence, said last mentioned post being located on a hillside and with 20 feet plance allowance for slope from the center of the Uhl Highway, then with the easterly margin of said highway by a curve with a chord bearing and distance of North 27½ degrees West 123.75 feet to a stake located 20 feet horizontally from the center of Uhl Highway, then North 2 degrees West 101 feet to the end of the first line of the aforementioned deed to the Potomac Edison Company, then by true meridian course South 73 degrees East 153 feet to the end of the second line of said Potomac Edison deed, and then North 28½ degrees East 50 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Edward A. Koegel et ux of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Franklin C. J. Pannone and Betty M. Pannone, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Second National Bank of Cumberland, its successors, ~~executor or administrator~~ or assigns, the aforesaid sum of

Four Thousand Four Hundred 00/100 - - - (\$4400.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Franklin C. J. Pannone and Betty M. Pannone, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Franklin C. J. Pannone and Betty M.

Pannone, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Second National Bank of Cumberland, its successors,

~~its successors, administrators~~ and assigns, or Harry I. Stagnier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Franklin C. J. Pannone and Betty M. Pannone, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said Franklin C. J. Pannone and Betty M. Pannone, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least

Four Thousand Four Hundred 00/100 - - (\$4400.00) - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~heir~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Franklin C. J. Pannone
Betty M. Pannone

Franklin C. J. Pannone [SEAL]
Betty M. Pannone [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 6th day of January, 1954

in the year nineteen Hundred and Fifty four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Franklin C. J. Pannone and Betty M. Pannone, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Joseph M. Naughton, President of the Second National Bank of Cumberland

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Chas E. Shaw

Notary Public.



Compared and *new* Delivered

To *Res. H. Legge City City*
Feb 4 1954

FILED AND RECORDED JANUARY 6" 1954 at 2:00 P.M.

PURCHASE MONEY

This Mortgage, Made this 5th day of JANUARY in the year Nineteen Hundred and fifty four by and between

Giachino A. Lisanti and Bessie L. Lisanti, his wife,

of Allegany County, in the State of Maryland, part 103 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagees.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Forty 00/100 - - (\$3040.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-three 25/100 - - (\$23.25) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground situate, lying and being on the Southeasterly side of Virginia Avenue in the City of Cumberland, Allegany County, Maryland, being known and designated as a part of Lot No. 3 and a part of Lot No. 4 of a plat of ground situated on the Southeasterly side of Virginia Avenue, North of and adjoining the Holy Cross Church which is recorded in Liber 98, folio 658, one of the Land Records of Allegany County, Maryland, and being more particularly described as follows, to-wit:

BEGINNING for the same at a chiseled cross-mark on the Southeasterly side of Virginia Avenue at the end of 3.67 feet on the first line of Lot No. 4 and running: (1) then with the remainder of the first line of Lot No. 4 and a part of the first line of Lot No. 3, and with the Southeasterly side of Virginia Avenue, North 19 degrees 25 minutes East 20.08 feet to a point in range with the center of the partition wall of the double concrete block and frame dwelling, Nos. 8 and 10 Virginia Avenue, a part of which occupies this described parcel of ground; (2) then leaving Virginia Avenue at right angles and in range with the center of said partition wall, South 70 degrees 35 minutes East 100 feet to the westerly side of an alley, (3) then with the said alley South 19 degrees 25 minutes West 20.08 feet to a stake on the third line of said Lot No. 4; and (4) then with a new division line cutting across the whole of Lot No. 4, North 70 degrees 35 minutes West 100 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Franklin C. Pannone and Betty M. Pannone, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged premises as recorded

in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Forty 00/100 - - (\$3040.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this

and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Giachino A. Lisanti

Giachino A. Lisanti [SEAL]
Giachino A. Lisanti

Bessie L. Lisanti [SEAL]

Bessie L. Lisanti [SEAL]
Bessie L. Lisanti

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 5TH day of JANUARY
in the year nineteen Hundred and Fifty FOUR, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Giachino A. Lisanti and Bessie L. Lisanti, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and Mailed *correctly*
To *Halter C. Cooper, Atty*
Brunswick City 2-16-54
1954

LIBER 302 PAGE 270

FILED AND RECORDED JANUARY 6th 1954 at 3:30 P.M.

This Mortgage, Made this sixth day of January in the year
nineteen hundred and fifty-four by and between

NORMOD N. ZEGLES and DOROTHY L. ZEGLES, his wife,
of Allegheny County, State of Maryland, parties of the first part, Mortgagor(s) and

The Western Maryland Investment Company

a corporation duly incorporated under the laws of the State of Maryland, party of the second part, Mortgagee.

Whereas, the said Mortgagee has this day loaned to the said Mortgagor(s), the sum of
Three Thousand Four Hundred ----- Dollars (\$3,400.00)
has up the balance of the purchase money for the property hereinafter described,

And Whereas, the said Mortgagor(s) agree(s) to repay to the Mortgagee the sum so loaned with interest
thereon at the rate of four and one-half per centum (4½ %) per annum, in the following manner:

By the payment of TWENTY SIX AND 00/100 ----- (\$26.00)
plus one-twelfth of the annual taxes, water rents, ground rent, insurance premiums, and other charges and assessments
on or before the first day of each and every month from the date hereon, until the whole of said principal sum and in-
terest shall be paid, which interest shall be computed by the calendar month.

The said installment payments may be applied by the Mortgagee in the following order:

FIRST: To the payment of all taxes, water rents, assessments or charges of every nature and description, ground
rent, insurance premiums and other charges affecting the hereinafter described property;

SECOND: To the payment of interest;

THIRD: Towards the payment of the aforesaid principal sum.

And Whereas said Mortgagor(s), their heirs, personal representatives and assigns, shall have the privilege
of prepaying the mortgage debt hereby secured with all interest and other charges at any time before maturity thereof
and before default, provided that as a consideration for the acceptance of such prepayment within four years from the
date hereof, the mortgagor(s) shall pay an additional sum of one per centum (1%) of the balance due if prepayment
is made within one year, an additional sum of three-fourths of one per centum (¾%) of the balance due if prepayment
is made within two years, an additional sum of one-half of one per centum (½%) of the balance due if prepayment
is made within three years, or an additional sum of one-fourth of one per centum (¼%) of the balance due if prepayment
is made within four years.

And Whereas, this mortgage shall also secure future advances as provided by Article 66 Section 2 of the Public
General Laws of Maryland or any supplement or amendment thereof.

And Whereas, the due execution of this mortgage was a condition precedent to the making of said loan.

NOW THEREFORE, THIS MORTGAGE WITNESSETH, that in consideration of the premises and of One
Dollar, the Mortgagor(s) hereby grant(s), convey(s) and assign(s) unto THE WESTERN MARYLAND INVEST-
MENT COMPANY, its successors and assigns.

ALL piece(s) or parcel(s) of ground situated and lying in
State of Maryland, described as follows:

ALL that lot or parcel or ground situated on the Northeast side of
Columbia Street, in the City of Cumberland, Allegany County, Maryland, and
more particularly described as follows, to wit:

BEGINNING for the same at an iron spike planted on the Northeast side
of Columbia Street, said spike also stands at the beginning of the parcel
of ground herein described as conveyed by Clarence W. Painter et ux to
Katie G. Howsare by deed dated October 26, 1950, and recorded in Liber 231,
folio 417, one of the Land Records of Allegany County, and running then
reversing the lines of the said Howsare deed and corrected to the estab-
lished line of fence and the location of the dwelling on the lot herein
described (True Bearings and with Horizontal Measurements) and leaving

AND TO HAVE THE SAME BE PAID BY THE MORTGAGOR(S) IN CASH OR BY CHECK OR BY ANY OTHER METHOD OF PAYMENT ACCEPTED BY THE MORTGAGEE, TO THE EXTENT OF THE BALANCE OF THE DEBT, TOGETHER WITH INTEREST THEREON, AS HEREINAFTER PROVIDED.

AND TO HAVE THE SAME BE PAID BY THE MORTGAGOR(S) IN CASH OR BY CHECK OR BY ANY OTHER METHOD OF PAYMENT ACCEPTED BY THE MORTGAGEE, TO THE EXTENT OF THE BALANCE OF THE DEBT, TOGETHER WITH INTEREST THEREON, AS HEREINAFTER PROVIDED.

AND TO HAVE THE SAME BE PAID BY THE MORTGAGOR(S) IN CASH OR BY CHECK OR BY ANY OTHER METHOD OF PAYMENT ACCEPTED BY THE MORTGAGEE, TO THE EXTENT OF THE BALANCE OF THE DEBT, TOGETHER WITH INTEREST THEREON, AS HEREINAFTER PROVIDED.

IV. To pay all taxes, water rent, ~~sewerage~~ ~~sewerage~~ ~~sewerage~~ public dues and assessments of every kind which may be levied upon the property hereby mortgaged, when payable, the Mortgagee being hereby authorized to pay the same, and the amount so paid shall then be added to the principal debt herein and bear interest at the same rate as hereinafter set forth for the principal sum per annum from the date of said payment, and said Mortgagee shall have a lien in consideration on said premises for the amount so paid, together with said interest thereon.

V. That upon any default in any of the covenants of this mortgage, and without regard to the adequacy of any security for the debt, the Mortgagee shall be entitled, without notice to the Mortgagor(s) to the immediate appointment of a receiver of said property to collect the rents and profits of said property; and upon any such default, whether or not a receiver is appointed, the rents and profits of said property are hereby assigned to the Mortgagee as additional security.

VI. That should the title to the herein mortgaged property be acquired by any person or corporation other than the Mortgagor(s) by voluntary or involuntary grant or assignment, by descent, inheritance, operation of law or in any other manner, without the Mortgagee's written consent, then the whole of said principal sum shall become due and owing as herein provided, at the option of the Mortgagee. No acceptance of payments from or on behalf of any person or corporation other than the mortgagor(s) shall operate as a waiver of such written consent and any expense incident to such consent shall be paid by the mortgagor(s).

VII. That the whole of said mortgage debt intended to be secured shall become due and demandable in the event that any three of the monthly installments remain unpaid for more than thirty (30) days, or after default in the performance of any of the foregoing covenants and conditions shall have continued for thirty days.

AND it is agreed that until default is made (but not thereafter) the said Mortgagor(s), his, her or their heirs, personal representatives, successor and assigns may retain possession of the mortgaged property.

AND the said Mortgagor(s) hereby assent to the passage of a decree for the sale of the property hereby mortgaged, to take place only after a default in any of the covenants or conditions of this mortgage, as herein provided.

AND the said Mortgagor(s) hereby also authorize the said mortgagor, its successors or assigns, or its duly authorized Attorney or Agent, after any default in the terms of this mortgage, to sell the hereby mortgaged property.

AND any sale of said property, whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article 66 of the Public General Laws of Maryland, or under any other General or Local Law of the State of Maryland relating to mortgages, or any supplement, amendment or addition thereto. And upon any sale of said property, whether under the above assent to a decree or under the above power of sale, the proceeds shall be applied as follows:

FIRST. To the payment of all expenses incident to said sale, including a commission to the party making sale of said property equal to the commission usually allowed trustees for making sale of similar property by virtue of a decree of a Court having equity jurisdiction in the State of Maryland, and a reasonable Attorney's fee to the Attorney conducting the foreclosure proceedings, but not less than Fifty Dollars;

SECOND. To the payment of all claims of the said Mortgagor, its successors and assigns, under this mortgage, whether the same shall have matured or not;

THIRD. The balance, if any, to the said Mortgagor(s), his, her or their heirs, personal representatives or assigns, or to whomever may be entitled to the same.

Compared and Mailed Return
To *Phillips & Sloan Atty.*
1307 2nd St. S.E.
Wash D.C. 20003 1954

INTERNATIONAL MONETARY FUND — Bank — 10

This Release. Made This 17th day of December.

body incorporated under the Laws of the ~~State of Maryland~~ United States of America,

WITNESSETH, that whereas all the covenants of the hereinafter described Mortgage have been performed, and the whole sum of money and interest secured thereby has been paid

the said body corporate doth grant and release unto MARY ELEANOR WRIGHT SLOAN,

her heirs and assigns, all that lot of ground and premises

described in a mortgage from the said Mary Eleanor Wright Sloan and husband to Matthew Mullaney, dated June 24, 1938, and recorded among the Mortgage Records of Allegany County in Liber 173, folio 478, and duly assigned to said Second National Bank of Cumberland, free and clear from the legal operation and effect of said Mortgage.

And the said body corporate doth hereby constitute and appoint

J. M. Naughton, President

in its name and as its act to acknowledge

this Release before any one legally authorized to take said acknowledgment.

AS WITNESS, the corporate seal of the said body corporate, and the signature of

the President thereof.

Signed, sealed and delivered }
in the presence of

George E. North

SECOND NATIONAL BANK OF CUMBERLAND

By: J. M. Naughton, President

ALLEGANY COUNTY
STATE OF MARYLAND, ~~BALTIMORE CITY~~ to wit:

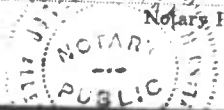
I Hereby Certify, that on this 14th day of December, 1953,

before me, the subscriber, a Notary Public of said State, in and for the County of Allegany, personally appeared J. M. Naughton, President of The Second National Bank of Cumberland, Substitute Trustee named in the foregoing Deed of Release, and by virtue and in pursuance of the authority therein conferred on him, acknowledged the said Deed of Release to be the act of said body corporate, as such Substitute Trustee.

As Witness my hand and Notarial Seal.

Joseph F. Staker

Notary Public.



Completed and Sent to
To Rev. St. Ledger, Allegany City
Feb 4 1954

SECOND

FILED AND RECORDED JANUARY 7th 1954 at 12:45 P.M.

This Mortgage, Made this 6TH day of JANUARY
in the year Nineteen Hundred and Fifty-four, by and between

Charles E. Norris and Emma V. Norris, his wife,

of Allegany County, in the State of Maryland
part 122 of the first part, and

Irvin Enle

Allegany

County, in the State of Maryland

of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and lawfully indebted to the said party of the second part in the sum of Seventeen Hundred (\$1700.00) Dollars and no part thereof with the interest thereon when due, as shown by the account of said party of the second part, and the said parties of the first part agree to pay to said party of the second part the sum of \$15.00 Dollars each and every six months according to the account of said party of the second part, and at the time of said payment to pay the interest thereon at the rate of 5 1/2 per cent per annum.

This mortgage is written for a term of three years from the date of the expiration of said term years if not paid it shall be in force under the same terms and conditions as written above in said mortgage, his heirs or assigns.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Charles E. Norris and Emma V.

Norris, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Irvin Enle, his

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground known as whole lot No. 109 of what is called the Fourth Addition of "Bowling Green Addition to Cumberland, Maryland", which said Addition is located on and near the McMullen Boulevard in Allegany County, Maryland; and a plat of the same is of record in Flat Case Box 112, among the Land Records of said County, and said lot being particularly described as follows:

Lot No. 109: BEGINNING for the same at the intersection formed by the Southerly side of Seventh Street with the Easterly side of Bowling Avenue, and running then with said side of Seventh Street North 77 degrees 55 minutes East 189 feet to an alley, and with said alley, South 12 degrees East 30 feet; then South 69 degrees 21 minutes West 182.2 feet to Bowling Avenue, and with said Avenue, North 20 degrees 39 minutes West 57.6 feet to the beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Roy E. Sites and Rosalee Sites, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

1 Provided, that if the said Charles E. Norris and Emma V. Norris,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Irvin Engle, his heirs and

~~xxxxxxx~~ assigns, the aforesaid sum of

Seventeen Hundred (\$1700.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Charles E. Norris and Emma V. Norris, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Charles E. Norris and Emma V.

Norris, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Irvin Engle, his

heirs, ~~executors, administrators and assigns,~~ or George W. Legge, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Charles E. Norris and Emma V. Norris, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said Charles E. Norris and Emma V. Norris, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some Insurance Company or companies acceptable to the mortgagee or his heirs and assigns, the improvements on the hereby mortgaged land to the amount of at least

Seventeen Hundred 00/100 - - - (\$1700.00) - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest:

Charles E. Norris

Charles E. Norris [SEAL]
Charles E. Norris

Emma V. Norris, [SEAL]

Emma V. Norris [SEAL]
Emma V. Norris

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 6TH day of JANUARY

of the year nineteen Hundred and Fifty-four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles E. Norris and Emma V. Norris, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared

Irvin Engle,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Charles E. Norris
Notary Public.

Compared and *verified*
To *Geo. H. Leggett, City*
Feb. 14, 1954

FILED AND RECORDED JANUARY 7th 1954 at 12:45 P.M.

This Mortgage: Made this 4TH day of JANUARY in the
year Nineteen Hundred and fifty FOUR by and between

Charles E. Norris and Emma V. Norris, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand One Hundred 00/100 - (\$5100.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty - one 75/100 - - - - (\$41.75) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground known as whole lot No. 100 of what is called the Fourth Addition of "Bowling Green Addition" in "Columbia", Maryland, which said Addition is located on and near the Potomac Boulevard in Allegany County, Maryland, and a plat of the said lot is of record in that Case No. 112, among the Land Records of Allegany County, and said lot being particularly described as follows:

Lot No. 100: BEGINNING for the same at the intersection formed by the Southernly side of Seventh Street with the Easterly side of Bowling Avenue, and running then with said side of Seventh Street North 88 degrees 51 minutes East 129 feet to an alley, and with said alley, South 12 degrees East 20 feet; then South 60 degrees 21 minutes West 122.2 feet to Bowling Avenue, and with said avenue, North 20 degrees 30 minutes West 57.6 feet to the beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Roy L. Sites and Fosalice Sites, his wife, of said date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now, or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor or his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein contained to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which the said mortgagor hereby covenants to pay when lawfully demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the said mortgage debt secured shall at once become due and payable, and these premises are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand One Hundred 00/100 Dollars and to cause the policy or policies issued therefore to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

[Signature]

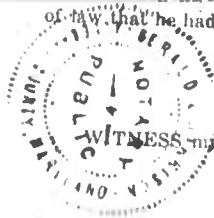
Charles E. Morris [SEAL]
Charles E. Morris
Emma V. Morris [SEAL]
Emma V. Morris

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 4TH day of JANUARY
in the year nineteen Hundred and Fifty-~~four~~^{FOUR}, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles E. Norris and Essie V. Norris, his wife,

the said mortgagors herein and ~~they~~ acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED JANUARY 7th 1954 at 12:45 P.M.

NOTARY PUBLIC

This Mortgage, Made this 6TH day of JANUARY in the
year Nineteen Hundred and fifty-four by and between

Alvin Goodman and Marial E. Goodman, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Ten Thousand 00/100 - - - (\$10,000.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-three 27/100 - - (\$63.27) - - - - - Dollars.
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,

and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

The first lot or parcel of land known as part of Lot No. 52, located in the Township of ... in the County of ... State of ... is bounded as follows: on the North by the ... of said ... on the East by the ... of said ... on the South by the ... of said ... and on the West by the ... of said ...

BEING the same property which was conveyed unto the parties of the first part by deed of Joseph F. Belisic and Emily M. Belisic, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leorge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand 00/100 - - - - (\$10,000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors,

Attest:

[Signature]

Alvin Goodman [SEAL]
Alvin Goodman
Muriel F. Goodman [SEAL]
Muriel F. Goodman

[SEAL]

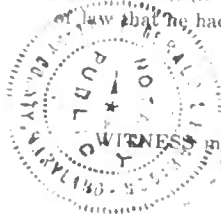
State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 6TH day of JANUARY

in the year nineteen Hundred and Fifty - four _____, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Alvin E. Jordan and Muriel F. Jordan, his wife,

the said mortgagors herein and ~~they~~ acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and ~~found~~ *correct* ~~to be~~

To Geo W. Legge Atty City
Feb 4 1954

Filed and Recorded JANUARY 7th 1954 at 12:45 P.M.
This Mortgage. Made this 6TH day of JANUARY in the
year Nineteen Hundred and fifty FOUR by and between

James F. Juliano and Jackie M. Juliano, his wife,

of Allegany County, in the State of Maryland, part 125 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Six Thousand Two Hundred Fifty 00/100 - - (\$6250.00) - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from, the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Sixty-two 50/100 - - - (\$62.50) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to



the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that parcel of ground fronting along South Cedar Street Extended, Thomas Street Extended and West Street Extended in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows:

BEGINNING for the same at a stake standing on the Easterly side of West Street Extended, said stake being at the end of 254.95 feet on the first line of a piece of property which was conveyed to the City of Cumberland by Mary G. Walsh and William C. Walsh, Trustees, et al; by deed dated March 9, 1929, and recorded among the Land Records of Allegany County, in Liber 160, folio 309, and running then with part of the aforementioned first line South 52 degrees 05 minutes East 86.7 feet to the Westerly side of South Cedar Street Extended, then with said side of said Street South 24 degrees 30 minutes West 114.3 feet to an iron pin on the Northerly side of Thomas Street Extended, and then with said side of said Street North 29 degrees 33 minutes West 86.15 feet to an iron pin, and to the Easterly side of West Street Extended and then with said side of said Street North 14 degrees 41 minutes East 85.2 feet to the place of beginning. All courses of this description refer to the True Meridian and all distances are horizontal.

BEING the same property which was conveyed unto James F. Juliano by deed of the Mayor and City Council of Cumberland, Maryland, dated June 24, 1946, recorded in Liber 213, folio 605, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leggett, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand Two Hundred Fifty 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

James L. H. [Signature]

James F. Juliano (SEAL)
Jackie M. Juliano (SEAL)

(SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 6TH day of JANUARY
in the year nineteen Hundred and Fifty FOUR, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

James F. Juliano and Jackie M. Juliano, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED JANUARY 7th 1954 at 12:45 P.M.

This Mortgage, Made this 6TH day of JANUARY in the
year Nineteen Hundred and fifty FOUR by and between

Morris C. O'Neill and Martha C. O'Neill, his wife,

of Allegany County, in the State of Maryland, part 192 of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Four Thousand Eight Hundred 00/100 -- (\$4800.00) -- -- Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-nine 23/100 -- (\$39.23) -- -- Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-



said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of those lots or parcels of ground situated in Allegany County, Maryland, and being a part of Block 2 of the Johnson and Doll Subdivision of Cumberland, Maryland, as surveyed by G. E. [illegible], Civil Engineer, September 11, 1947, and more particularly described as follows:

"LOT 'C': BEGINNING for the same at a stake on the Easterly side of Winfred Road, running South 14 degrees 45 minutes West 117 feet to the end of the division line between Block No. 1 and Block No. 2 of a plot of land as subdivided by Johnson and Doll, and running then South 41 degrees 52 minutes East 23.4 feet to a stake in the division line between this described parcel and the land of Howard Buchanan Incorporated; then with a part of said division line South 11 degrees 45 minutes West 37.5 feet to a stake; then leaving said division line and with a new division line cutting across the whole of Block No. 2 North 41 degrees 49 minutes West 603.4 feet to a stake on the Easterly side of Winfred Road, then with said side of Winfred Road, North 14 degrees 45 minutes East 14 feet to the place of beginning.

"LOT 'D': BEGINNING for the same at a stake on the Easterly side of Winfred Road, standing South 14 degrees 45 minutes West 156 feet from the end of the division line between Block No. 1 and Block No. 2 of a plot of land as subdivided by Johnson and Doll, and running then South 41 degrees 49 minutes East 603.4 feet to a stake in the division line between this described parcel of land and the land of Howard Buchanan Incorporated, then with a part of said division line South 11 degrees 45 minutes West 37.5 feet to a stake; then leaving said line of Howard Buchanan, Inc., and with a new division line cutting across the whole of Block No. 2 North 41 degrees 44 minutes West 583.5 feet to a stake on the Easterly side of said Winfred Road; then with said side of Winfred Road, North 14 degrees 45 minutes East 14 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Jesse Norris and Beulah Norris, his wife, dated August 30, 1951 and recorded among the Land Records of Allegany County, Maryland, in Liber 235, folio 182.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any

amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors or their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein contained, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lorge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Eight Hundred 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest

be secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled, (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Harrison
Morris C. O'Neill [SEAL]
Martha C. O'Neill [SEAL]

State of Maryland.

Allegany County, to-wit:

I hereby certify. That on the 6TH day of JANUARY in the year nineteen Hundred and Fifty FOUR, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Morris C. O'Neill and Martha C. O'Neill, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George L. Harrison
 Notary Public.

425
 492

Cumberland, Maryland, April 2, 1954
 For value received, the First Federal Savings and Loan Association of Cumberland, hereby releases the within and foregoing mortgage.
 Witness the signature of Lynn C. Lashley, its President, and the Corporate Seal of said Corporation, attested by its Secretary, Gerald L. Harrison, the day and year above written.
 (Corporate Seal)
 attest: Gerald L. Harrison Secretary
 First Federal Savings and Loan Association of Cumberland, Md.
 By: Lynn C. Lashley, President
 4-20-54

mailed
 Compared and Return Acknowledged
 To Mr. J. F. Burke, Attorney
 New York City
 Jan 16, 1954

FILED AND RECORDED JANUARY 8" 1954 at 10:25 A.M.

This Mortgage, Made this 7th day of January
 in the year Nineteen Hundred and Fifty-four, by and between

Domenico Ali and Marie J. Ali, his wife

of Allegany County, in the State of Maryland

parties of the first part, and Cumberland Baltimore and Ohio Employees
Federal Credit Union, a corporation with its offices in the City
 of Cumberland, Allegany County and State of Maryland

~~Witnessed by~~

party of the second part, WITNESSETH:

Whereas, the said Domenico Ali and Marie W. Ali, his wife
 stand indebted unto the said party of the second part, in the just
 and full sum of SIX HUNDRED (\$600.00) DOLLARS, to be repaid with
 interest at the rate of six per cent per annum, in payments of at
 least \$25.00 per month, the first of said monthly payments being
 due one month from the date of these presents and each and every
 month thereafter until the whole principal, together with the
 interest accrued thereon shall have been paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
 of, together with the interest thereon, the said Domenico Ali and Marie J. Ali,
 his wife

do give, grant, bargain and sell, convey, release and confirm unto the said party of
 the second part, its successors and assigns, the following property,
 to wit:

~~hereby conveying the following property to wit:~~

All those lots or parcels of ground situated on the Westerly
 side of West Street, in the City of Cumberland, Allegany County,
 Maryland, comprising the whole Lot No. 8 and the Southerly 16 feet
 of Lot No. 7 on the Plat of Schriver's Addition to Cumberland, and
 particularly described as follows, to wit:

BEGINNING for the same on the Westerly side of West Street
 at a point distant 299 feet measured along the Westerly side of West
 Street from its intersection with the Southerly side of Third Street,
 it being also at the end of the first-line of the parcel conveyed
 by George Henderson and Joan H. Henderson, his wife, et-al, to Luigi
 Paoletti and wife by deed dated September 25, 1946, and recorded in
 Deed Liber No. 212, Folio 442, of the Land Records of Allegany County
 Maryland, and running thence with the Westerly side of West Street
 South 18 degrees and 40 minutes West 130 feet to the Southerly



boundary line of said Lot No. 3; then with said Southerly boundary line North 52 degrees 15 minutes West 28-7/10 feet to the boundary line between said Schriver's Addition and H. C. Black's Addition, then with said division line North 1 degree 50 minutes East 120 feet more or less to the end of the second line of the aforementioned property sold to Luigi Paoletti and wife by the Henderson Estate by deed aforesaid; then with said second line reversed South 71 degree and 20 minutes East 55 feet more or less to the place of beginning.

It being the same property which was conveyed to the said Domenico Ali and Marie J. Ali, his wife, by George Henderson and Joan I. Henderson, his wife, et al, by deed dated the 25th day of February, 1947, and recorded in Liber 213, Folio 625, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Domenico Ali and Marie J. Ali, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, its successors

~~xxxxxx~~ administrator or assigns, the aforesaid sum of Six Hundred and no/100--- Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Domenico Ali and Marie J. Ali, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Domenico Ali and Marie J. Ali, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

heirs, executors, administrators and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Domenico Ali and

Marie J. Ali, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Domenico Ali and Marie J. Ali, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors

assigns, the improvements on the hereby mortgaged land to the amount of at least
Six Hundred----- Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
 to inure to the benefit of the mortgagee, its successors heirs or assigns, to the extent
 of its or their lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest:

Ethel McCarty
 Ethel McCarty

Domenico Ali [SEAL]
 DOMENICO ALI

Marie J. Ali [SEAL]
 MARIE J. ALI

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 7th day of January
 in the year Nineteen Hundred and Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
 Domenico Ali and Marie J. Ali, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared Fred B. Griffith,
 Treasurer of Cumberland Baltimore and Ohio Employees Federal Credit
 Union,

the within named mortgagee and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth; and the said Fred B. Griffith
 made oath in due form of law that he is the Treasurer of the Cumberland
 Baltimore and Ohio Employees Federal Credit Union, and is duly auth-
 orized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Ethel McCarty
 Ethel McCarty Notary Public.

Compared and Mailed ~~Excess~~ E

To *Walter Box 1121 City*
Feb 16 1954

LIBER 302 PAGE 292

FILED AND RECORDED JANUARY 8th 1954 at 2:10 P.M.

This Mortgage, Made this seventh day of December
in the year Nineteen Hundred and ~~Thirty~~ Fifty Three, by and between
Derrick Stanley Hillary and Dorcas Hillary, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and
Frank J. Fratto

of Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said Frank J. Fratto in the just and full sum of Ten Thousand Dollars, as is evidenced by their joint and several promissory note for \$10,000.00 of even date herewith, made by the said Derrick Stanley Hillary and the said Dorcas Hillary, his wife, and payable to the said J. Fratto, or his order, on or before four years after date, together with interest thereon at the rate of three per cent per annum payable semi-annually as it accrues.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said Frank J. Fratto, his

heirs and assigns, the following property, to-wit:

All those certain lots, pieces or parcels of land known as Lot Number 18, Lot Number 19 and Lot Number 20, as shown on the un-recorded Plat of the sub-division of Velma L. Bennett on Bedford Road, located about three miles North of the City of Cumberland, in Allegany County, in the State of Maryland, and being described by metes and bounds and courses and distances, in a certain deed

Velma L. Bennett, widow, to the said Derrick Stanley Hillary and the said Dorcas Hillary, his wife, dated July 17, A. D. 1953 and recorded among the Land Records of Allegany County, State of Maryland, in Liber Number 25I, folio 532, reference to said deed being hereby specially made for a fuller description of the said properties hereby conveyed.

The aforesaid properties, hereby mortgaged, are all of the same properties that were conveyed unto the said Derrick Stanley Hillary and the said Dorcas Hillary, his wife, by the said Velma L. Bennett, widow, by the aforesaid deed, dated July 17, A. D. 1953 and recorded among the Land Records of Allegany County, State of Maryland, in Liber Number 25I, folio 532.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

Frank J. Fratto, his

executor, administrator or assigns, the aforesaid sum of _____

Ten Thousand Dollars,

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said _____

Frank J. Fratto, his

heirs, executors, administrators and assigns, or W. Carl Richards,

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said _____

parties of the first part, their

heirs or assigns, and

In case of advertisement under the above power but no sale, one-half of the above commissions

shall be allowed and paid by the mortgagor and their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

Ten Thousand

Dollars

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee / his heirs or assigns, to the extent of his or their claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Attest:

Sadie Valender

Derrick Stanley Hillary [Seal]
Derrick Stanley Hillary

Dorcas Hillary [Seal]
Dorcas Hillary

State of Maryland,

Allegany County, to-wit:

I hereby certify, that on this 6th day of January A. D. 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Frank J. Fratto, the mortgagee, in the within named mortgage, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

Witness my hand and Notarial Seal the day and year last above



Katherine S. Cole

Notary Public.

Commission expires May 2, 1955
State of Pennsylvania,

Lancaster County, to-wit:

I hereby certify. That on this 17th day of December

in the year nineteen hundred and thirty five three, before me, the subscriber, a Notary Public of the State of Pennsylvania, in and for said County, personally appeared Derrick Stanley Hillary and Dorcas Hillary, his wife,

and each acknowledged the foregoing mortgage to be their respective act and deed, and at the same time before me also personally appeared

WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission expires Jan 6, 1957



Compared and Made *Correct*
Wtge City
Feb 16 1954

FILED AND RECORDED JANUARY 8th 1954 at 3:30 P.M.

THIS PURCHASE MONEY MORTGAGE, made this 8th day of January,

between WILLIAM M. CHRISTNER and
EDWARD J. CHRISTNER, his wife, of Allegany County, Maryland, parties
of the first part and THE FIRST NATIONAL BANK OF WASHINGTON, a banking
corporation duly created under the laws of the United States, party of
the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and lawfully
indebted unto the party of the second part in the full sum of Thirteen
Thousand Dollars (\$13,000.00), with interest from date at six per centum
(6%) per annum, which said sum the parties of the first part covenant and
agree to pay in equal monthly installments of One Hundred Forty-four Dollars
and Thirty-three Cents (\$144.33) on account of interest and principal,
payments to begin on the 1st day of February, 1954, and continuing on the
same day each and every month thereafter until the whole of said principal
and interest is paid. The said monthly payments shall be applied, first to
the payment of interest and secondly to the payment of principal of the
mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of
One Dollar (\$1.00) in hand paid and in order to secure the prompt payment
of the said indebtedness, together with the interest thereon, and in order
to secure the prompt payment of such future advances, together with the
interest thereon, as may be made by the party of the second part to the
parties of the first part prior to the full payment of the aforesaid
mortgage indebtedness and not exceeding in the aggregate the sum of Five
Hundred Dollars (\$500.00) and not to be made in an amount which would cause
the total mortgage indebtedness to exceed the original amount thereof and
to be used for paying of the costs of any repairs, alterations or improve-

LAW OFFICES
ALBERT A. DOUB
CUMBERLAND, MD.

vents to the hereby mortgaged property, said parties of the first part do hereby give, grant, bargain and sell, release, convey and confirm unto the party of the second part, its successors and assigns, the following property, to-wit:

All that lot, piece or parcel of ground situate, lying and being on Virginia Avenue in the City of Cumberland, Allegany County, Maryland, and being lots Nos. Twenty-Eight (28), Twenty-Nine (29), and Thirty (30) in the South Side Addition to said City of Cumberland. The parts of said property intended to be conveyed being more particularly described as follows, to-wit:

BEING FIRST for the same a point on the Easterly side of Virginia Avenue, said point being distant South 33 degrees 4 minutes West 50 feet from the intersection of the Southerly side of Fifth Street with the Easterly side of Virginia Avenue, an said point of beginning being also the end of the second line of the first party's deed, in a deed from John Hochberg and wife to Charles L. Hochberg, dated and bearing date of April, 1905, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 126, Folio 4, and running thence with their line of said deed South 54 degrees 30 minutes East about 115 feet to the end of the second line of the second party's deed, then with the second line of said deed extended westerly with the second line of the deed from Joseph Fauber to John Hochberg, dated August 21, 1905, and recorded among the Land Records in Liber No. 98, Folio 2, South 33 degrees 4 minutes West 50 feet to the beginning of the third line of the aforesaid Fauber deed; then with said third line of said Fauber deed, and with the second line of lots Nos. 29 and 30 in the aforesaid South Side Addition, North 54 degrees 56 minutes West about 115.2 feet to a point on the Easterly side of Virginia Avenue, said point being also the end of the second line of said Lot No. 30; then with the third line of said Lot No. 30 and with the East side of Virginia Avenue, North 33 degrees 4 minutes East 50 feet to the place of beginning.

BEING ALSO THE SAME property which was conveyed to Yost W. King by deed from Maurice E. B. Owens, Sr., et ux., dated May 12, 1941, and recorded in Liber No. 190, Folio 16, one of the Land Records of Allegany County, Maryland.

BEING ALSO THE SAME property which was conveyed unto the said Myers J. Christner and Elizabeth J. Christner, his wife, by deed of even date herewith from the said Yost W. King and Nellie Grace King, his wife, which is intended to be recorded among said Land Records of Allegany County, Maryland, simultaneously with this mortgage which is executed to secure a part of the purchase price of the above described property and is in whole a Purchase Money Mortgage.

TOGETHER with the buildings and improvements thereon, and the

LAW OFFICES
ALBERT A. DOUB
CUMBERLAND, MD.

rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns do and shall pay to the party of the second part, its successors or assigns, the aforesaid sum of Thirteen Thousand Dollars (\$13,000.00), together with the interest thereon and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinafore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the payments, said parties of the first part shall hold and defend the aforesaid property upon the paying in the meantime all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, said parties of the first part hereby covenant to pay when legally exigible, and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with the interest penalties and legal charges thereon and collect the same, with interest, as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinafore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or Albert A. Doub, its or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or

LAW OFFICES
ALBERT A. DOUB
CUMBERLAND, MD.

assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

Received 1990-05-15; accepted 1990-08-27.

Albert J. Davis

Mary A. Christies
Elizabeth J. Christies

STUDY OF THE ... , 11-12-1964, 10-11-1964

I, WILLIAM CHRISTNER, that on this 8th day of January, in the year
Nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public
of the State of Maryland, in and for said County, personally appeared
WILLIAM E. CHRISTNER and ELIZABETH J. CHRISTNER, his wife, and each
acknowledged the foregoing mortgage to be their respective act and deed;
and at the same time before me also appeared Albert W. Tindal, President of
The First National Bank of Cumberland, the within named mortgagee, and made
oath in due form of law, that the consideration in said mortgage is true
and bona fide as therein set forth.

WITNES my hand and Notarial Seal the day and year foresaid.

Razel W. Eden 130

NOTARY PUBLIC.

My Commission expires May 2, 1955



Compared and Mailed *James S.*
To *George R. Hughes Atty Atty*
Feb 16

FILED AND RECORDED JANUARY 11" 1954 at 3:00 P.M.

This Mortgage, made this *11th* day of January, in the

year Nineteen Hundred and fifty-four, by and between

Herbert McFarland and Virchie M. McFarland, his wife,

hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and

W. Wallace McKaig

hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Seven Thousand (\$7,000.00) Dollars, which said indebtedness, together with the interest thereon at the rate of Five per centum (5%) per annum is payable three years after date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Seventy (\$70.00) Dollars each month on account of the principal indebtedness and interest as herein stated the interest to be computed semi-annually at the rate aforesaid and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All those lots, peices or parcels of ground situate, lying and being on Washington Street in the City of Cumberland, Allegany County, Maryland, and known as Lots Numbers Sixty-Six (66) and Sixty-seven (67) in Read's Addition to said City of Cumberland, said lots being more particularly described as follows, to-wit:

LOT NUMBER SIXTY-SIX (66): BEGINNING for the same at the end of the third line of Lot No. 65 in said Addition and reversing said third line, South 13 degrees 12 minutes West 135 feet to Gynn Terrace, thence with the North side of Gynn Terrace, North 76 degrees 48 minutes West 47.50 feet, thence North 13 degrees 12 minutes East 135 feet to Washington Street, thence with Washington Street, South 76 degrees 48 minutes East 47.50 feet to the place of beginning.

LOT NUMBER SIXTY-SEVEN (67): BEGINNING for the same at the end of the third line of Lot No. 66 and reversing said third line, South 13 degrees 12 minutes West 135 feet to Gynn Terrace, thence with the North side of Gynn Terrace, North 76 degrees 48 minutes West 47.50 feet, thence North 13 degrees 12 minutes East 135 feet to Washington Street, thence with Washington Street, South 76 degrees 48 minutes East 47.50 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by The Associated Sulpicians of the United States, by deed dated the 3rd day of June, 1950, and recorded in Liber No. 229, folio 383, one of the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid Seven Thousand (\$7,000.00) Dollars

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, his duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper

published in Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least Seven Thousand (\$7,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal s of said Mortgagor s

Attest

George R. Hughes

Herbert McFarland (SEAL)
Herbert McFarland (SEAL)

Virchie M. McFarland (SEAL)
Virchie M. McFarland (SEAL)

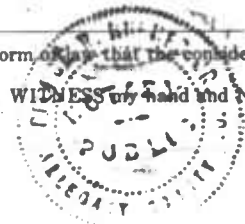
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 11th day of January, in the year 19 54, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Herbert McFarland and Virchie M. McFarland, his wife,

the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig

the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



George R. Hughes Jr.
Notary Public

FILED AND RECORDED JANUARY 11th 1954 at 2:00 P.M.
PURCHASE MONEY

This Mortgage, Made this 8TH day of JANUARY in the
year Nineteen Hundred and fifty-four by and between

George E. Linnenbrogger and Peggy J. Linnenbrogger,
his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Eight Hundred Sixty 00/100 - - (\$3860.00) - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-eight 60/100 - - - (\$38.60) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground situated, lying and being in Allegany County, Maryland, on the Williams Road in Election District No. 4 near the City of Cumberland and more particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Southerly side of the right of way limits of the Williams Road, said stake being also the beginning of a deed from Nellie D. Downton et vir to Frank W. Hartell dated January 6, 1942 and recorded in Deeds Liber 192, folio 371, among the Land Records of Allegany County, Maryland, and running then with said limits of said road South 68 degrees 47 minutes West 81.5 feet; then South 43 degrees 32 minutes East 184.15 feet to an iron pin; then North 46 degrees 28 minutes East 75 feet to an iron pin; then North 43 degrees 32 minutes West 153.35 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Thomas D. Ricker and Beatrice C. Ricker, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lege, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Eight Hundred Sixty 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental taxes that may be made on the mortgaged property, on this mortgage or note, or in any

other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George R. Linnenbrogger

George R. Linnenbrogger [SEAL]
George R. Linnenbrogger

Peggy J. Linnenbrogger [SEAL]
Peggy J. Linnenbrogger

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 8TH day of JANUARY
in the year nineteen Hundred and Fifty - four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

George R. Linnenbrogger and Peggy J. Linnebrogger, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and Mailed *Sowers*

To *Mt. Airy*

Feb 18

1954

LIBER 302 PAGE 304

FILED AND RECORDED JANUARY 11th 1954 at 2:35 P.M.

PURCHASE MONEY

This Mortgage, Made this 11th day of January
in the year Nineteen Hundred and Fifty-four, by and between

Kyle S. Sowers and Alena A. Sowers, his wife,

of Allegheny County, in the State of Maryland
parties of the first part, and

The Second National Bank of Cumberland, a National Banking Corporation, with its principal place of business in Cumberland,

of Allegheny County, in the State of Maryland
part Y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Thirty-six Hundred (\$3600.00) Dollars with interest at the rate of Four and one-half (4½) per cent per annum computed monthly on unpaid balances, said indebtedness to be amortized over a Fifteen (15) year period by the payment of at least Twenty-seven Dollars Fifty-four Cents (\$27.54) per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or One Hundred Dollars (\$100.00), whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Kyle S. Sowers and Alena A.

Sowers, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
Second National Bank of Cumberland, its successors
here and assigns, the following property, to-wit:

All that lot or parcel of ground situated in or near the Village of Cresaptown, in Allegheny County, Maryland, which is known and designated as whole Lot No. 11 on a plat of "Lots owned by J. Leroy Grant and wife, Grace I, situated along West side of Winchester Road and South side of McMullen Highway, in Cresaptown, Maryland", which is recorded in Map Case Box 129 among the Land Records of Allegheny County, Maryland, and is particularly described as follows:
BEGINNING for the same on the Southerly side of Grant

Street at a point South 61 degrees West 212 feet from the intersection of said side of Grant Street and the westerly side of Winchester Road, said point also being where the division line between Lots No. 10 and 11 intersects the said side of Grant Street, as shown on said plat, and running then with said side of said Grant Street, South 61 degrees West 50 feet; then South 19 degrees 55 minutes East 181.1 feet; then North 69 degrees 30 minutes East 49.7 feet; and then North 19 degrees 55 minutes West 189.1 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Carl E. Frankenberry and Hilda V. Frankenberry, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Kyle S. Sowers and Alene A. Sowers,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said
Second National Bank of Cumberland, its successors
~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of _____

Thirty-six Hundred 00/100 - - (\$3600.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

Kyle S. Sowers and Alene A. Sowers, his wife,

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Kyle S. Sowers and Alene A.

Sowers, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

Second National Bank of Cumberland, its successors

~~XXXXXXXXXXXXXXXXXXXX~~ and assigns, or Harry I. Stagnaler,
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Kyle S. Sowars
and Alana A. Sowars, his wife, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said Kyle S. Sowers and Alane A. Sowers, his wife,

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirty-six Hundred 00/100 -- (\$3600.00) -- -- -- -- Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire,
to inure to the benefit of the mortgagee, its successors ~~next~~ or assigns, to the extent
of its or their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.. *

Witness, the hand and seal of said mortgagor.

Attest:

Wyle S. Sowers [SEAL]
 Wyle S. Sowers
Alene A. Sowers [SEAL]
 Alene A. Sowers

REPORT

State of Maryland.

Allegany County, to-wit:

I hereby certify. That on this 11th day of January

in the year nineteen Hundred and Fifty. -four _____, before me, the subscriber,

 a Notary Public of the State of Maryland, in and for said County, personally appeared.

Kyle S. Sowers and Alene A. Sowers, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared Joseph M.

Naughton, President of The Second National Bank of Cumberland,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

Compared and found correct
To B. H. Lippert, City City
Feb 4 1954

FILED AND RECORDED JANUARY 12" 1954 at 11:50 A.M.

PURCHASE MONEY

This Mortgage, Made this 11TH day of JANUARY in the
year Nineteen Hundred and fifty FOUR by and between
Robert L. Shaw, and Ruth E. Shaw, his wife.

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Two Hundred Seventy-two 00/100 - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Forty-saver 20/100 - - - - - (\$47.80) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the easterly side of Dewey Street known and designated as Lot No. 6, Section No. 2 in Pellegrine's Addition to Westernport, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 109 one of the Plat Records of Allegany County, Maryland, which is more particularly described as follows, to-wit:

BEGINNING for the same on the easterly side of Dewey Street at the end of the first line of Lot No. 5, Section No. 2 in said addition and running then with said street North 8 degrees 40 minutes West 50.35 feet, then North 74 degrees 32 minutes East 162.71 feet to the westerly side of Donna Street, then with said Donna Street, South 15 degrees 28 minutes East 50 feet to the end of the second line of said Lot No. 5 and then with said second line reversed South 74 degrees 32 minutes West 168.67 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of A. Dewey Pellegrine and Elene Pellegrine, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Two Hundred Seventy-two 00/100 - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

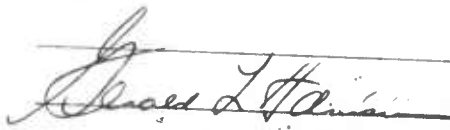
And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

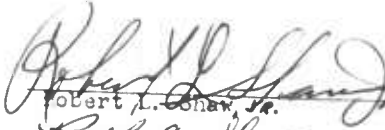
In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable; and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no

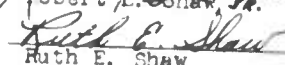
Waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seal of said mortgagors.

Attest:


George L. Hamlin

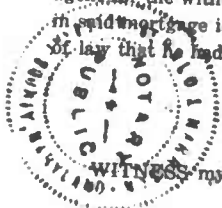
 [SEAL]
Robert L. Shaw, Jr.

 [SEAL]
Ruth E. Shaw

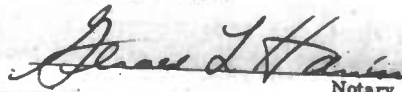
State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 11TH day of JANUARY
in the year nineteen Hundred and Fifty FOUR, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Robert L. Shaw, Jr. and Ruth E. Shaw, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.


Notary Public.

FILED AND RECORDED JANUARY 13th 1954 at 3:30 P.M.

THIS MORTGAGE, Made this 12th day of January, 1954, by and between WILLIAM D. PRICE and SARAH M. PRICE, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Three Thousand Seven Hundred Fifty (\$3,750.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Forty One Dollars and Sixty Five Cents (\$41.65) on account of interest and principal, payments to begin on the 1st day of February, 1954, and continuing on the same day of each and every month thereafter, until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.



NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations, or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that lot, piece or parcel of ground situate, lying and being in Annandale Addition, fronting on Gephart Drive in the City of Cumberland, Allegany County, Maryland, which is more particularly described as follows, to wit:

BEGINNING for the same at a point on the Northerly side of Gephart Drive at the end of the first line of a lot of ground

conveyed by Atlee B. Hott to Richard H. Beall and Rose B. Beall, his wife, by deed dated August 8, 1923, which is recorded in Liber 144, folio 155, one of the Land Records of Allegany County, Maryland, said point being distant westerly along Gephart Drive 23.75 feet from the intersection of the Northerly side of said Drive with the Westerly side of Thompson Avenue, and running then with said Drive South 49 degrees 23 minutes West 25.25 feet, then at right angles to said Drive North 40 degrees 37 minutes West 38.5 feet, then North 49 degrees 23 minutes East 4.65 feet, then, North 33 degrees 44 minutes West 34.7 feet to the Southerly side of a 15 foot alley, then with said alley North 45 degrees 48 minutes East 21.74 feet to the end of the third line of said lot conveyed by Atlee B. Hott to Richard H. Beall et ux., then reversing said third line South 33 degrees 53 minutes East 36.8 feet to the end of the second line of the aforesaid lot, then reversing said second line South 40 degrees 37 minutes East 38.5 feet to the place of beginning.

It being the same property conveyed to the first parties by William D. Kastner and Catherine H. Kastner, his wife, by deed dated the 23rd day of December, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber 223, folio 464.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Three Thousand Seven Hundred Fifty (\$3,750.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of

the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Three Thousand Seven Hundred Fifty (\$3,750.00) Dollars, and to cause

the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

William D. Price (SEAL)
WILLIAM D. PRICE

Sarah M. Price (SEAL)
SARAH M. PRICE

STATE OF MARYLAND

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 12th day of January, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared WILLIAM D. PRICE and SARAH M. PRICE, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



Hazel H. Oeder
NOTARY PUBLIC
My Commission expires May 2, 1955

Compared and Matched

To

LIBER 302 PAGE 314

FILED AND RECORDED JANUARY 13th 1954 at 2:40 P.M.

THIS DEED OF RELEASE OF MORTGAGE, Made this ^{January 4} ~~December~~ 12th day of 1953, by W. Wallace McKaig of Cumberland, Maryland,

WITNESSETH:

WHEREAS, by Mortgage bearing date January 26, 1953, and recorded in Liber No. 284, folio 34, one of the Mortgage Records of Allegany County, under the hands and seals of Charles E. Heavner and Lena V. Heavner, his wife, the ground and premises therein described became limited and assured unto the said W. Wallace McKaig by way of Mortgage, and as part security for a loan of Twenty-Five Hundred (\$2500.00) Dollars, together with the interest thereon at the rate expressed in said Mortgage as will more fully appear by reference thereto. The remaining security for this loan being certain real estate situated in or near Wiley Ford in Mineral County, in the State of West Virginia and secured by a Deed of Trust duly recorded in the Office of the Clerk of the Court of Mineral County, West Virginia.

AND WHEREAS, the said Mortgagors have paid the sum of Six Hundred (\$600.00) Dollars, unto the said W. Wallace McKaig on account of the said total indebtedness and the interest on said loan is current, and the said Charles E. Heavner and Lena V. Heavner, now desire and request that part of said security which represents the Mortgage on the farm property situated in Allegany County, Maryland, be released to the end that the said Charles E. Heavner and Lena V. Heavner may hold said farm property in Allegany County, Maryland, free and clear of the lien of said Mortgage, all of which the said W. Wallace McKaig has consented to do.

NOW, THEREFORE, in consideration of the premises and the payment of the sum of Six Hundred (\$600.00), Dollars, by the said Charles E. Heavner and Lena V. Heavner, his wife, unto the said W. Wallace McKaig, the said W. Wallace McKaig does hereby grant and release unto the said Charles E. Heavner and Lena V. Heavner, his wife, all that part of that lot or parcel of land situated along the Christy Road and which was conveyed unto William F. Fisher by Adleheit Fesenmeier by deed dated April 2, 1897, and which is more particularly described as follows, to-wit:

BEGINNING at a point in the center of the Christy Road, North 67-3/4 degrees West 2 1/2 perches from a small white oak marked with 3 notches and being at the end of South 60 1/2 degrees East 25 perches, North 14 1/2 degrees East 44 perches, North 29-3/4 degrees East 16 perches, North 34-3/4 degrees East 9-86/100 perches from a small white oak, at the beginning of the whole lot,

it being at or near 12-14/100 perches on the 17th line of the whole lot as conveyed to William F. Fisher as aforesaid, and running thence across the said whole lot, South 59 $\frac{1}{2}$ degrees East 26 perches to a stone, South 42 degrees 10 minutes East 18 perches to a stone, South 44 degrees 5 minutes East 13-56/100 perches to a stone, South 64 degrees 25 minutes East 6-96/100 perches to a stone, South 60 degrees East 22-96/100 perches to a stone, 2 feet North of a white oak on the 8th line of the said whole lot or parcel of ground, and with the said lines thereof as corrected for magnetic variation, North 34 $\frac{1}{2}$ degrees East 7-92/100 perches to a chestnut oak stump, shown by said William F. Fisher as the end of said line and which is now marked by a chestnut oak sapling with 6 notches in a line, then still with the lines of the whole lot, corrected as aforesaid, North 86 $\frac{1}{2}$ degrees East 35 perches to the bank of Evitt's Creek, North 6 $\frac{1}{2}$ degrees West 22 perches, North 44 degrees 55 minutes West 97 perches to the Christy Road and with it, and still with the lines of the whole lot, South 70 $\frac{1}{2}$ degrees West, 11 perches, South 30-3/4 degrees East 10 perches, South 44 $\frac{1}{2}$ degrees West 15 perches, South 50-3/4 degrees West 12 perches, South 46 degrees West 11 perches, South 34-3/4 degrees West 12-14/100 perches to the beginning, containing 33-4/5 acres, more or less.

It being the same property which was conveyed unto the said Charles E. Heavner and Lena V. Heavner, his wife, by Barbara E. Dirks, widow, by deed dated the 26th day of January, 1953, and recorded in Liber No. 247, folio 218, one of the Land Records of Allegany County.

TO HAVE AND TO HOLD the same unto the said Charles E. Heavner and Lena V. Heavner, his wife, their heirs and assigns in the same manner as if the aforesaid Mortgage had never been executed.

WITNESS:

George C. Stein

W. Wallace McKaig (SEAL)
W. Wallace McKaig

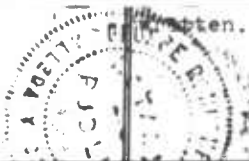
STATE OF MARYLAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 12th day of ^{January} ~~December~~, 195⁴, before me, the subscriber, a Notary Public of The State of Maryland, in and for the County aforesaid, personally appeared W. Wallace McKaig, and he acknowledged the foregoing Deed of Release of Mortgage to be his act and deed.

WITNESS my hand and Notarial Seal the day and year above



Henry R. Hughes
Notary Public

Compared and ~~Verified~~ Delivered
To *Mrs. A. J. [illegible]*
Feb 4 1954

FILED AND RECORDED JANUARY 13th 1954 at 2:40 P.M.

This Mortgage, Made this 12th day of
January in the year nineteen hundred and fifty-four, by and between

Alice Weaver, widow,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Alice Weaver, widow,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Eighteen Hundred (\$1800.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Alice Weaver, widow,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated near the Valley Road about one and one-half miles Northeastly of the City of Cumberland, Allegany County, Maryland, being Lot No. 677, Section "B", as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, and described as follows, to-wit:

BEGINNING at a point on the Westerly side of Forest Avenue at the end of the first line of Lot No. 676 and running thence with the Westerly side of said Forest Avenue, North 18 degrees 55 minutes East 40 feet; thence North 71 degrees 5 minutes West 100 feet to the division line between Lots 677 and 740; thence with said division line,

South 18 degrees 55 minutes West 40 feet; thence South 71 degrees 5 minutes East 100 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagor by Ira J. Heare and wife by deed dated November 8, 1946, and duly recorded among the Land Records of Allegany County.

THIS OBLIGATION IS ADDITIONALLY SECURED BY A CHATTEL MORTGAGE BY AND BETWEEN THE SAME PARTIES HERETO AND BEARING EVEN DATE HEREWITH.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eighteen Hundred (\$1800.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of

the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Alice Weaver (SEAL)
Alice Weaver

James M. Sosley

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 12th day of January in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Alice Weaver, widow,

and she acknowledged, the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James M. Sosley
Notary Public



Compared and Mailed

To

FILED AND RECORDED JANUARY 14th 1954 at 8:30 A.M.



ILLINOIS CREAMERY SUPPLY CO.

ILRECO PURE-PAK FILLER-SEALER

LEASE

DO NOT WRITE IN SPACE BELOW.

MASON'S DAIRY INC

NAME OF LESSEE

STREET NUMBER

STREET NAME

CUMBERLAND

CITY

ZONE NUMBER

MARYLAND

STATE

MODEL LT-20

SERIAL NO 40192

AUGUST 10th 1953

DATE OF AGREEMENT

ILLINOIS CREAMERY SUPPLY COMPANY

ILRECO PURE-PAK FILLER-SEALER LEASE

This lease, effective as of the last date of execution, written below, between the LESSOR, ILLINOIS CREAMERY SUPPLY COMPANY, an Illinois Corporation of Chicago, Illinois, and the LESSEE, whose name is signed hereto.

WITNESSETH:

40192

1. PROPERTY LEASED. Lessor leases to lessee one ILRECO Pure-Pak Filler-Sealer Model LT-20, Serial No. 40192, together with parts and devices now or hereafter attached thereto. Such machine, parts, and attachments are hereinafter referred to as the "machine."
2. COVENANTS OF LESSOR. LESSOR agrees:
 - (a) DELIVERY, INSTALLATION, etc. To deliver the machine to lessee at Chicago, Illinois, and when it is ready to be installed to furnish, without expense to lessee, one of lessor's qualified service engineers, who will superintend the installation and train lessee's dairy employees in the care, operation and adjustment of the machine.
 - (b) MAINTENANCE OF SERVICE STAFF. To maintain at Chicago and other convenient places a staff of competent service engineers, and to supply service for the machine when needed at average prevailing wage rates for such service engineers, plus transportation and reasonable living expenses of the service engineer.
3. COVENANTS OF LESSEE. Lessee agrees:
 - (a) REPAIRS AND INSURANCE. To keep the machine in repair and good operating condition at all times during the continuance of this lease, and keep the machine insured against loss of fire for full insurable value, and make the loss, if any, payable to lessor.
 - (b) TAXES. To pay all taxes and assessments lawfully levied against or upon the machine, or its use, or arising out of this lease transaction, except income taxes of lessor.
 - (c) BLANKS. To use in connection with and in the machine only such containers as shall from time to time meet the lessor's specifications and quality standards.
 - (d) PERMITTED USES. To use the machine only for the purpose of bottling and packaging milk, with products and other edible and drinkable products commonly associated with the fluid milk business, which the lessee sells in the course of its own business or that of its subsidiaries, provided, however, that lessee may package such products for other dealers.
 - (e) BASE RENTAL. To pay the following rentals designated as "Base Rental": \$900.00 cash upon signing this lease, and forty-eight (48) consecutive monthly installments of \$138.00 each commencing on the 10th day of the calendar month after installation of the machine, and within 30 days after said 48th monthly payment, the lessee is given an option to purchase the machine for \$100.00 or to rent same for \$30.00 per year, payable in advance.
4. MUTUAL COVENANTS. It is mutually agreed:
 - (a) DESTRUCTION OR DAMAGE. That if the machine is damaged beyond repair through no fault of lessee, this lease shall terminate.
 - (b) LESSEE'S RIGHT TO TERMINATE. That provided lessee is not in default in any of its obligations hereunder it may cancel this lease at any time by giving Notice of Cancellation in writing to lessor, and such cancellation will become effective on the last day of the calendar month succeeding the month in which notice is given. In such event lessee agrees promptly after the effective date of cancellation to deliver the machine in good condition, freight prepaid, to lessor at Chicago, Illinois.
 - (c) SERVICING AT LESSOR'S OPTION. That lessor may service such machine if in lessor's opinion the machine requires service to maintain it in proper operating condition. Any such service shall be paid for by lessee at the rates set forth in Paragraph 2 (a).
 - (d) TERMINATION FOR BREACH. That in case of breach of any condition hereof or default hereunder by lessee, lessor may terminate this lease and repossess the machine upon thirty (30) days' written notice, provided lessee has not corrected the breach or default within said thirty (30) days.
 - (e) TERMINATION IP SO FACTO. That in case of proceedings taken by or against lessee under the Federal Bankruptcy Act, or if lessee shall make an assignment for the benefit of creditors, a trust mortgage, have a receiver or trustee of its assets appointed, or if lessee shall attempt to sell, mortgage, remove or secrete the machine, or if any execution be levied thereon or attempted lien be placed thereon, this lease shall terminate ipso facto and lessor may retake the machine, and for that purpose lessee grants lessor the right to enter lessee's premises where the machine may be for the purpose of removal, and waives damage claims resulting from said entry or removal.
 - (f) COST OF REPOSSESSION. That if lessor becomes entitled to repossess the machine under the two preceding subparagraphs and does so, lessee will pay all costs and expenses of repossession, including transportation to lessor's factory at Chicago, Illinois, and such repossession shall not extinguish any unpaid rentals due up to the date of repossession.
 - (g) GENERAL LIMITATIONS AND TERMS. That the machine remains at all times the property of lessor, and the rights herein granted to lessee extend only to lessee at the place of original installation of the machine, and this lease or any of lessor's rights hereunder shall not be assignable, nor shall the machine be sublet or moved without lessor's consent. Lessor assumes no obligation to modernize the machine or to install any improvement thereon or therein, which may be developed by the lessor from time to time. Unless sooner terminated under the provisions herein set forth, this lease shall continue for the life of the machine.
 - (h) That this lease shall be construed as an Illinois contract.

IN WITNESS WHEREOF, the parties have executed this agreement on the dates hereinbelow written.

Lessor Attest:

J. P. Heller
J. P.

ILLINOIS CREAMERY SUPPLY CO.

[Signature]
The Pres.



Lessee Attest:

Morris Barry
Name of Lessee
By B. A. Mason
Title Pres. Date Jan 13 1954
Route #5
Street Number Street Name
Cumberland
City Zone State

NOTE: If lessee is a corporation, execution should be in its corporate name by a qualified officer and attested by its Secretary or other qualified officer, who should affix the corporate seal. If a partnership, execution should be by one or more general partners. An individual carrying on business as an assumed name or proprietorship should sign the assumed or trade name, followed by his individual signature. No witnesses are necessary.

Compared and Mailed 100008
To Irving Millenson
106 S. Liberty St. City
20 10 54

FILED AND RECORDED JANUARY 14th 1954 at 8:50 A.M.

This Mortgage. Made this 13th day of January
in the year Nineteen Hundred and fifty-four by and between

JAMES H. YOUNG and MARTHA C. YOUNG, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and

IRVING MILLENSON

of Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of **Eleven Hundred Dollars (\$1100.00)** this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of 6 per cent per annum in monthly installments of \$25.84 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part his heirs and assigns, the following property, to-wit:

ALL those lots, pieces or parcels of land lying and being in Allegany County, Maryland, known and distinguished as Lots Nos. 33 and 34 of Block No. 18 of Potomac Park Addition, situated on or near the River Road (now called McMullen Boulevard) three miles westward of the City of Cumberland, Allegany County, Maryland, a revised plat of which Addition is of record among the Land Records of Allegany County, Maryland, in Plat Box No. 137, said lots being more particularly described as a whole as follows:

BEGINNING for the same at a point on the northerly side of Avenue Z of said Addition at the end of the first line of Lot No. 32 of Block No. 18, and running thence with the northerly side of said Avenue Z North fifty-one degrees fifty-five minutes West fifty feet; thence at right angles to said Avenue Z North thirty-eight degrees five minutes East one hundred and ten feet; thence parallel to Avenue Z South fifty-one degrees fifty-five minutes East fifty feet to the end of the second line of the aforesaid Lot No. 32; thence reversing said second line South thirty-eight degrees five minutes West one hundred and ten feet to the place of beginning.

IT being the same property which was conveyed by Lester W. Norris et ux, et al, to James H. Young et ux by deed dated October 19, 1948, and recorded in Deeds Liber 222, folio 706 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his successors or assigns, the aforesaid sum of

- - - - - Eleven Hundred Dollars - - - - - (\$1100.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, his heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Hundred - - - - - (\$1100.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire

of other losses to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

M. C. Conner
M. C. Conner

James H. Young
JAMES H. YOUNG

[Seal]

Martha C. Young
MARTHA C. YOUNG

[Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 13th day of January
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
James H. Young and Martha C. Young, his wife,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared

Irving Millenson
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



WITNESSE my hand and Notarial Seal the day and year aforesaid.

Patsy Ann Davis
Notary Public

Compared and Mailed
To Mtg 912 Bedford
Feb 16

FILED AND RECORDED JANUARY 14th 1954 at 10:00 A.M.

This Mortgage. Made this 6th day of January
in the year Nineteen Hundred and Fifty Four, by and between

Archie Drey Nixon and Edith Deloyt Nixon, his wife,

of Allegheny County, in the State of Maryland,
parties of the first part, and

Elmer S. Oster and Anna C. Oster, his wife,

of Allegheny County, in the State of Maryland,
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted to the said Elmer S. Oster and Anna C. Oster, his wife, as tenants by the entirety, in the full and just sum of One Thousand One Hundred Thirty Dollars and Twenty-Five Cents (\$1,130.85), for which they have given their promissory note of even date herewith, payable with interest at the rate of 6% per annum in monthly payments on the principal and interest of not less than \$50.00, interest to be calculated every six months on the principal due at the beginning of said period and all payments made during said six months to be then applied first to interest and balance to reduction of principal, interest for the following six months to be calculated on the principal as so reduced.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit: All that piece or parcel of ground located about four miles North of Cumberland, Maryland, near the Bedford Road, which said lot is more particularly described as follows, to-wit:

Beginning for the same at the end of the second line of a lot conveyed to Elmer L. King et ux by deed dated October 19, 1943, and running thence with the said second line reversed, North 89 $\frac{1}{2}$ degrees East 108 feet; thence the same course 25 feet to the East side of a 25 foot Street; thence with said Street, North $\frac{1}{2}$ degrees West 120 feet, more or less, to the



in the first of a lot conveyed to Edward W. See et ux by Wesley C. Light et ux
dated November 4, 1912, and recorded in Liber No. 211, folio 298, one
of the records of Allegany County, Maryland; and running thence with the
said lot, South 46 degrees 10 minutes East 487.5 feet to a stone
line of the Wesley C. Light land; thence with said line, South
27 degrees 27 feet, more or less, to the line of said 19th line; thence
with said line of the whole tract, North 31 degrees East 275 feet; thence
South 31 degrees East 337 feet; thence North 17 degrees East 337 feet; thence North
17 degrees East 100 feet to the place of beginning.

Being the same premises conveyed by Wesley C. Light et ux
by deed dated September 29, 1915, and recorded in
Liber No. 222, folio 112, one of the records of Allegany County, Maryland.
Reference to said deed is hereby made for a further description.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their
executor, administrator or assigns, the aforesaid sum of

One Thousand one Hundred Thirty Dollars and Ninety-Five Cents (\$1,130.95)-

together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
parties of the first part

may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said

parties of the first part
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-
terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said
parties of the second part, their

heirs, executors, administrators and assigns, or Wilbur V. Wilson,
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagees or their assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand One Hundred Thirty Dollars and Eighty-five Cents (\$1,130.85) DOLLARS, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Joyce Loretta Dorsey Archie Dewey Nixon [SEAL]
 Joyce Loretta Dorsey Edith Delmont Nixon [SEAL]
 Edith Delmont Nixon [SEAL]

State of Maryland,
 Allegany County, to-wit:

I hereby certify. That on this 12th day of January,

in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

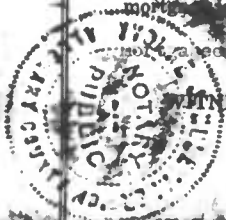
Archie Dewey Nixon and Edith Delmont Nixon, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared

Wilbur V. Wilson, Agent of

the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the Agent of said mortgagees and duly authorized by them to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Yvonne J. Nunemaker
 Notary Public.

Compared and *signed* *initialed* *E*

To *Wage City*

Feb 7 1954

LIBER 302 PAGE 326

FILED AND RECORDED JANUARY 15th 1954 at 9:20 A.M.

This Mortgage, Made this 13th day of

January in the year nineteen hundred and fifty-four, by and between Eva Atwell Freeland unmarried, and Mildred Atwell England, widow, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Eva Atwell Freeland, unmarried, and Mildred Atwell England, widow,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Twenty-Five Hundred (\$2500.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Eva Atwell Freeland, unmarried, and Mildred Atwell England, widow, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground lying and being in the City of Cumberland, Allegany County, State of Maryland, and described as follows:

BEGINNING on Virginia Avenue at a point one hundred feet from the intersection of Virginia Avenue with Schriver's Alley in a Southwesterly direction and running thence in a stright line in a Westerly direction one hundred and fifty feet; thence South sixty feet; thence East one hundred and fifty feet to ssid Virginia Avenue; thence in a North-erly direction along ssid Virginia Avenue sixty feet to the point of beginning.

EXCEPTING, HOWEVER, so much of the above described property which was conveyed by and described in a certain deed of release from Dr. J. Jones Wilson and Maria J. Wilson, his wife, to Nellie M. Atwell, dated October 4, 1913, and recorded in Liber No. 59, folio 464, one of the Mortgage Records of Allegany County. That portion of said entire property which was released from the operation of the mortgage as sforesaid being described in a certsin deed from A. Gross, et al, to Nellie M. Atwell, dated June 24, 1913, and recorded in Liber No. 112, folio 526, one of the Land Records of Allegany County.

It being the ssme property which was conveyed by Maria J. Wilson, widow, to William F. Atwell and Nellie Atwell, his wife, by deed dated



April 12, 1935, and recorded in Liber No. 172, folio 359, one of the Land Records of Allegany County. The said William F. Atwell departed this life in the year 1943, thus, vesting the complete title in and to said property unto his widow, Nellie M. Atwell, as the survivor. The said Nellie M. Atwell departed this life in the year 1952, and by her Last Will and Testament, which was duly probated on October 17, 1952, and recorded in Wills' Liber X, page 498 in the Office of the Register of Wills for Allegany County, under Item 3 of said Will, she devised the property herein above described and referred to in her Will as Nos. 419, 421 and 423 Virginia Avenue, unto her daughter, Eva Atwell Freeland and her daughter, Mildred Atwell England, as joint tenants in fee simple.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-Five Hundred (\$2500.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-Five Hundred (\$2500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Eva Atwell Freeland (SEAL)
Eva Atwell Freeland

Thomas L. Keach

Mildred Atwell England (SEAL)
Mildred Atwell England

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 13th day of January in the year nineteen hundred and Fifty-Four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Eva Atwell Freeland, unmarried, and Mildred Atwell England, widow, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



Eva Atwell Freeland
Notary Public

Compared and Mailed *Recd S*
To *Freeland & England*
Jan 14 1954

FILED AND RECORDED JANUARY 15th 1954 at 9:20 A.M.

This Mortgage. Made this 14th day of January,
in the year Nineteen Hundred and Fifty Four, by and between

Elroy S. Fox and Alice M. Fox, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

Ananda L. Millison

of Allegany County, in the State of Maryland
part of the second part, WITNESSETH:

Whereas, the said parties of the first part are now indebted to the said
part of the second part in the full and just sum of Thirteen Thousand (\$13,000.
00) Dollars, for which they have given their promissory note of even date herewith,
and which note is due three years after date with interest at the rate of 4% per
annum payable semi-annually, and in semi-annual payments on the principal of not
less than three hundred (\$300.00) Dollars.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, her

heirs and assigns, the following property, to-wit:

First. All that lot, piece and parcel of ground lying on the
Northerly side of Cumberland Street, near the corner of Cumberland Street and
Wallace Street, in Cumberland, Allegany County, described as follows, to-wit:

Beginning for the same on the Northerly side of Cumberland Street,
at a point distant 30 feet measured in a Westerly direction along the Northerly
side of Cumberland Street from its intersection with the Westerly side of Wallace
Street, and running thence with the Northerly side of Cumberland Street, North 77
degrees 34 minutes West 25.05 feet to intersect the center line extended Southerly
of the 9 inch brick division wall dividing house formerly No. 28 located on the
lot hereby conveyed (now 325) from house formerly No. 30 (now 327) adjoining on
the Westerly side thereof; thence reversing said intersecting line with the
Easterly side of the division wall and the same extended, North 12 degrees 26
minutes East 96 feet; thence with a line parallel to said Cumberland Street, North
77 degrees 34 minutes West 54.45 feet to the Easterly side of Cedar Alley; and
with it, North 12 degrees 26 minutes East 10 feet; thence with a line parallel
to said Cumberland Street, South 77 degrees 34 minutes East 25 feet; thence South
12 degrees 26 minutes West 6 feet; thence by a line parallel to said Cumberland
Street, South 77 degrees 34 minutes East 54.4 feet to a point distant 30 feet
measured at right angles to Wallace Street from the Westerly side thereof; thence
South 12 degrees 26 minutes West 100 feet to the beginning.

Being the same property conveyed by Mary Platt et vir to the said
Elroy S. Fox et ux by deed dated August 8, 1942, and recorded in Liber No. 194,
folio 105, one of the Land Records of Allegany County, Maryland. Reference to
said deed is hereby made for a further description.

Second. All that lot, piece or parcel of ground lying and being
at the Northeastly intersection of Cumberland Street and Lee Street in the City
of Cumberland, Allegany County, Maryland, which said parcel is more particularly
described as follows, to-wit:

Beginning for the same at the intersection of the Northerly side
of Cumberland Street and the Easterly side of Lee Street and running then with

Then North 10 degrees 57 minutes East 111.65 feet; then South 77 degrees 3 minutes East parallel to Chestnut Street 119 feet; then North 10 degrees 57 minutes East 111.65 feet to a point on the line of the land from A. D. Ladey, which is recorded in Liber No. 98, of the land records of Allegheny County, Maryland, said point being South 77 degrees 3 minutes East 10 feet from the end of the 3rd line, then North 10 degrees 57 minutes East 111.65 feet to the Baltimore and Ohio Railroad Company line; then South 77 degrees 3 minutes East 10 feet, then still with said railway, South 77 degrees 3 minutes East 10 feet, to the North side of Chestnut Street; then North 10 degrees 57 minutes East 111.65 feet to the place of beginning.

The above described property conveyed by James E. Collins et al to the S. Fox et al by deed of even date herewith, and to be recorded in the land records of Allegheny County, Maryland; this mortgage being given to secure the purchase price of said property. Reference to said deed is hereby made for a full description.

The last hereof being subject, however, to a right of way or easement over a part of the 10 foot wide and extending over the 3rd line thereof.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her executor, administrator or assigns, the aforesaid sum of

Thirteen Thousand (\$13,000.00) Dollars-

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, her

heirs, executors, administrators and assigns, or Wilbur V. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission

shall be allowed and paid by the mortgagor, their representatives heirs or assigns.

And the said _____ parties of the first part

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand (\$12,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of Twelve Thousand (\$12,000.00) their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors.

Atte

Jayne Sheretta Darcey
Jayce Sheretta Darcey

Elroy S. Fox [SEAL]
Elroy S. Fox
Alice M. Fox [SEAL]
Alice M. Fox

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 14th day of January,
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Elroy S. Fox and Alice H. Fox, his wife,
and acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared

Wilbur V. Wilson, Agent

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the Agent of said mortgagee and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Yvonne J. Quenemacher
Notary Public.

Compared and Verified
To Federal Land Bank of Baltimore
Baltimore, Md. Jan 6

125R 302 MAR 332

Maryland

FILED AND RECORDED JANUARY 15th 1954 at 1:55 P.M.
MORTGAGE

(Securing Two Notes)



THIS MORTGAGE, made this **ELEVENTH** day of **JANUARY**
1954, between **ARTHUR E. LIGHT, divorced, and DANIEL WILLIAM LIGHT, also known as**
DANIEL W. LIGHT and CHARLOTTE M. LIGHT, his wife,

of the County of **ALLEGANY**, State of Maryland, hereinafter called "Mortgagor", and
THE FEDERAL LAND BANK OF BALTIMORE, hereinafter called "Mortgagee".

WITNESSETH: THAT WHEREAS, Mortgagor is indebted to Mortgagee in the total principal sum of
FIFTY TWO HUNDRED Dollars (\$ **5200.00**), this day lent the Mortgagee
by the Mortgagee;

AND WHEREAS, Mortgagor has executed and delivered to Mortgagee his two certain promissory notes each
bearing even date herewith, one of said notes being in the amount of **TWENTY SIX HUNDRED** Dollars
(\$ **2600.00**), with interest at the rate of **FOUR** per centum (**4** %) per
annum, said principal with interest being payable on an amortization plan in **FORTY** successive semi-annual
instalments, the first instalment being due and payable on the **SIXTEENTH** day of **JULY**, 19 **54**,
said note having been executed in renewal of an indebtedness, payable to the Mortgagee and evidenced by a note which
has been cancelled and secured by a mortgage which has been released of record simultaneously with the recording of
this mortgage; the other of said notes being in the amount of **TWENTY SIX HUNDRED** Dollars
(\$ **2600.00**), with interest at the rate of **FOUR AND ONE HALF** per centum (**4½** %) per annum,
said principal with interest being payable on an amortization plan in **FORTY** successive semi-annual
instalments, the first instalment being due and payable on the **SIXTEENTH** day of **JULY**, 19 **54**;
each of said notes providing that defaulted payments shall bear interest at the highest rate permitted by law;

AND the better to secure the payment of said principal and interest, and any extension or renewal thereof, and the
payment of all other sums and the performance of all terms, covenants and conditions required of Mortgagor in accordance
with the terms of this mortgage and the notes secured hereby, this mortgage is executed and delivered.

NOW THEREFORE, in consideration of the premises and of One Dollar (\$1.00) said Mortgagor hereby grants
and conveys unto said Mortgagee, its successors and assigns, in fee simple, the following property, to wit:

ALL those two certain tracts or parcels of land situate in the Seventh Election District, Allegany County, Maryland, on the waters of the Potomac River, and more particularly bounded and described as follows:

TRACT NO. 1: BEGINNING for the outlines of the same at the original beginning of Lot No. 3571 and running thence with the first line of said lot, South 32 degrees West 67 perches to a stone on the North side of a road, and running thence with the North side of said Road, South 74½ degrees East 3½ perches to a walnut tree marked with 6 notches, North 75 degrees East 10¾ perches, South 89 degrees East 6 perches, South 70 degrees East 8 perches, South 75½ degrees East 6 perches to a red oak marked with six notches, South 64 degrees East 10 perches, South 50½ degrees East 21¾ perches to a peg at the end of a line drawn North 21 degrees East 1½ perches from the northeast corner of that piece or parcel of land which was conveyed to Zipperah E. Neff by Walter J. McKenzie, South 46 degrees East 7½ perches, South 52½ degrees East 4½ perches, South 74 degrees East 9 perches, South 56½ degrees East 8½ perches to a white oak tree marked with six notches, South 47½ degrees East 12¾ perches, South 40 degrees East 4 perches, South 25 degrees East 8 perches, South 13 degrees East 14 perches to a gate post on the East side of said road, thence leaving said road, South 81½ degrees West 8 perches, South 32 degrees West 27 perches to an iron bar on the North bank of the Potomac River on the 16th line of a tract of land called "Sugar Bottom", and reversing it and part of the 15th line thereof South 13 degrees East 22½ perches, South 85 degrees East 34 perches to the end of the 13th line of "Mounts Neglect" and running with the lines thereof, South 44 degrees East 60 perches, South 62 degrees East 71 perches, South 85 degrees East 60 perches, North 58 degrees East 50 perches, North 33 degrees East 87 perches, thence running across the whole tract of land called "Mounts Neglect" and "Sugar Bottom" with Moses Greenwade's 13th line;

North 70½ degrees West 27¼ perches to the end of the 17th and last line of "Sugar Bottom", it being also to the third line of Lot No. 3571, and running with said line North 32 degrees East 7½ perches to the end of said line; thence by a straight line to the beginning, containing 223-3/4 acres.

EXCEPTING and reserving therefrom all lands owned by the Baltimore and Ohio Railroad Company, estimated to be 14 acres, more or less, heretofore conveyed to said Railroad Company by Walter J. McKenzie and wife by the following instruments, (1) by deed dated July 9, 1900 and recorded among the Land Records of said County in Liber No. 87 folio 364, (2) by deed dated May 17, 1901 and recorded among said Land Records in Liber No. 88 folio 262, (3) by deed dated May 17, 1901 and recorded among said Land Records in Liber No. 89 folio 483, and (4) by deed dated March 30, 1903 and recorded among said Land Records in Liber No. 92 folio 421 to which four deeds reference is hereby made for a full and complete description of said lands owned by said Railroad Company.

ALSO EXCEPTING and reserving therefrom a parcel of 68 acres of land, with right of way thereto, heretofore conveyed by Harry A. Liller and wife to George A. Biggs by deed dated March 26, 1920 and recorded among said Land Records in Liber No. 139 folio 583 to which deed reference is hereby made for a full and complete description of the same.

TRACT NO. 2: A portion of the old Baltimore and Ohio Railroad Company right-of-way South of the present railroad tracks at McKenzie, Maryland, consisting of the

curved strip of land 66 feet wide and 1670 feet long on its center line, having as its eastern boundary a projection eastwardly of the present southerly right-of-way line of the Patterson Creek and Potomac Branch of the Baltimore and Ohio Railroad's said right-of-way line being parallel to and 50 feet distant measured southerly from the center line of the east bound track of said Patterson Creek and Potomac Branch, and having for its western boundary a projection southerly of the second line described in the first parcel of land conveyed by Walter J. McKenzie and Allie B. McKenzie to the Baltimore and Ohio Railroad Company by deed dated March 30, 1903, and recorded in Liber 92, folio 421, one of the Land Records of Allegany County, Maryland, estimated to be 2½ acres, more or less.

MAKING a total of 144.25 acres of land, more or less, hereby conveyed.

BEING all and the same land that was acquired by the said Arthur E. Light by deed from Charles E. Heavner and wife, dated August 15, 1942, and recorded among said Land Records in Liber No. 196 folio 124 and subsequently the said Arthur E. Light, divorced, conveyed a one-half undivided interest in and to said land to the said Daniel William Light by deed dated June 13, 1949 and recorded among said Land Records in Liber No. 225, folio 470.

THIS conveyance is subject to the reservation of the grave yard on said premises, the reservation of lime rock, shale, other minerals, rights of way and easements of record affecting the above described land.

Together with all hereditaments and appurtenances thereto belonging and all improvements thereon and all fixtures and accessories now or hereafter annexed or attached thereto.

TO HAVE AND TO HOLD the same unto and to the proper use and benefit of Mortgagee, its successors and assigns forever.

PROVIDED, that if Mortgagor shall well and truly pay, or cause to be paid, said principal sum and all interest thereon, and all other sums payable by Mortgagor in accordance with the terms of this mortgage and the notes secured hereby, each at the times and in the manner as herein set forth, and shall otherwise perform all of the terms, covenants and conditions of this mortgage and the notes secured hereby, then this mortgage shall be void; otherwise it is to remain in full force and effect.

WHEREVER used herein the masculine gender shall include the feminine and neuter and the neuter gender shall include the masculine and feminine and the singular form shall include the plural and all the covenants and agreements of Mortgagor shall extend to and bind his heirs, devisees, successors and assigns.

MORTGAGOR covenants and agrees, jointly and severally, with the Mortgagee as follows:

First: That he warrants specially the property hereby conveyed; that he is seized thereof in fee simple and has a right to convey same; that he has done no act to encumber the same; that he will execute such further assurances thereof as may be requisite;

Second: That he will pay or cause to be paid when due said principal sum of the debt hereby secured, and any renewals or extensions thereof, together with all interest thereon, and all other sums payable by him in accordance with the terms of this mortgage and the notes secured hereby, or any renewals or extensions, and that he hereby expressly waives the benefit of all exemptions, homestead or otherwise, under the laws of this and any other state and agrees to pay the debt without any offset whatever;

Third: That he will pay when due all taxes, liens, judgments or assessments heretofore or hereafter levied, assessed or constituting liens upon the property hereby conveyed;

Fourth: That he will keep all improvements now or hereafter located on the premises in good repair; that he will maintain and work the premises hereby conveyed in good and husbandlike manner; that he will commit no waste and that he will not cut or remove or permit to be cut or removed any wood or timber from said premises except for domestic use without the written consent of the Mortgagee and the Mortgagee shall have the right of injunction or other-

wise to prevent the cutting or removal of any wood or timber from said premises irrespective of whether or not the balance of the security is ample to protect the Mortgagee;

Fifth: That he will insure and keep insured buildings and other improvements now or which may hereafter be placed on the said premises against loss or damage by fire, lightning, windstorm or tornado in companies and amounts satisfactory to the Mortgagee, any policy evidencing such insurance to be deposited with and loss thereunder to be payable to the Mortgagee as its interests may appear. At the option of the Mortgagor and subject to general regulations of the Mortgagee sums so received by the Mortgagee may be used to pay for reconstruction of the destroyed improvements or, if not so applied, at the option of the Mortgagee, may be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage;

Sixth: That in the event Mortgagor fails to pay when due any taxes, liens, judgments or assessments lawfully assessed or constituting liens against the property herein conveyed, or fails to maintain insurance as hereinbefore provided, the Mortgagee may make such payment or provide such insurance and the amount paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the highest rate permitted by law;

Seventh: That he will use the proceeds of the loan secured hereby solely for the purposes set forth in his application for said loan;

Eighth: That he hereby assigns to the Mortgagee as additional collateral all royalties or other monies due or to become due from any surface or subsurface right or for any right or privilege other than for agricultural purposes in any way affecting or pertaining to the property hereby conveyed and all monies which may become due in any condemnation proceedings affecting the said premises and all sums received may be applied, at the option of the Mortgagee, to the discharge of any part or all of the indebtedness hereby secured, whether or not the same be due and payable or, at the option of the Mortgagee, such sums may be returned to the Mortgagor and the Mortgagor will not grant any surface or subsurface rights without the written consent of the Mortgagee;

Ninth: That so long as there is no default on the part of Mortgagor in any of the terms, covenants and conditions of this mortgage and the notes secured hereby, the Mortgagor shall have the right to the possession and enjoyment of the property hereby conveyed, but should default be made in the payment of the whole debt hereby secured, or any part thereof, as the same shall become due and payable, or in the event of a breach of any of the terms, covenants and conditions of this mortgage or the notes hereby secured, the entire debt secured by this mortgage shall, at the option of the Mortgagee, become immediately due and payable;

Tenth: That in the event the Mortgagee, upon default by the Mortgagor, shall take possession of the mortgaged premises as authorized by law, the Mortgagee may operate and manage or lease the same and make any reasonable and proper advances for the operation, maintenance and management of the premises and any sums so advanced shall become part of the debt hereby secured, payable immediately, with interest from the date of payment at the higher contract rate provided for in this mortgage;

Eleventh: That upon such default, in addition to any other remedies provided by law, it shall be lawful for the Mortgagee, its successors or assigns, to sell for cash the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the mortgage debt and interest, and all other sums payable by the Mortgagor in accordance with the terms of this mortgage and the notes secured hereby, and all costs incurred in making such sale, including a collection or attorney's fee of five (5) percent of the amount due hereunder, and to convey said property to the purchaser, his heirs and assigns; which sale shall be advertised by publication of the time, place, manner and terms thereof for twenty days in some newspaper published in the County wherein said land, or a part thereof, lies or if there be no such newspaper published in said County, then in some newspaper having circulation in said County and by such other advertisement, if any, as the person making the sale may deem expedient;

That the proceeds arising from such sale shall be applied first to the payment of all costs and expenses incident to the sale, including a commission to the person making the sale of five (5) percent of the purchase price; second, to the balance of the debt hereby secured, including a collection or attorney's fee of five (5) percent of the amount due hereunder; and third, the residue, if any, shall be paid to the Mortgagor or to whomever may be entitled thereto;

Twelfth: That in the event said property shall be sold under the powers hereby granted, or under a decree or order of any court having jurisdiction to decree or order a sale thereof, all the annual crops pitched or cultivated thereon at the time the Mortgagee makes its election to call the loan, and all the annual crops pitched or cultivated thereon at the time of sale shall pass with the said mortgaged property to the purchaser at any such sale.

Thirteenth: This mortgage is subject to the Federal Farm Loan Act and all acts amendatory thereof or supplementary thereto.

WITNESS the hand and seal of said Mortgagor.

WITNESS

Rosalie A. Crabtree
Rosalie A. Crabtree
Rosalie A. Crabtree
Rosalie A. Crabtree

Arthur E. Light (SEAL)
Daniel William Light (SEAL)
Daniel W. Light (SEAL)
Charlotte M. Light (SEAL)
(SEAL)

STATE OF MARYLAND
COUNTY OF ALLEGANY

On this the 15th day of January, 19 54, before me, * Rosalie A. Crabtree, the undersigned officer, personally appeared ARTHUR E. LIGHT, divorced, and DANIEL WILLIAM LIGHT, also known as DANIEL W. LIGHT AND CHARLOTTE M. LIGHT, his wife. known to me to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained; and at the same time appeared ROY L. DAY

and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth, and that he is the duly authorized agent of the within named Mortgagee to make this affidavit.

IN WITNESS WHEREOF I hereunto set my hand and official seal.

Rosalie A. Crabtree
Notary Public
Seal of the State of Maryland, Notary Public, Allegany County, Maryland, Commission Expires May 3, 1955

My commission expires May 3, 1955

Note: Pursuant to Federal Statutes this mortgage is exempt from all taxation.

FILED AND RECORDED JANUARY 16th 1954 at 11:15 A.M.
This Mortgage, Made this 15th day of January
in the year Nineteen Hundred and Fifty four, by and between

Ralph L. Blauch and Edna W. Blauch, his wife

of Allegany County, in the State of Maryland
parties of the first part, and Mrs. Hattie M. Kerna, widow,

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of FIFTEEN HUNDRED (\$1500.00) DOLLARS with interest at the rate of Six (6%) per cent per annum computed on the unpaid monthly balances, said indebtedness to be amortized by the payment of at least FIFTY (\$50.00) DOLLARS monthly, the first monthly payment being due and payable one month from the date of these

presents and each and every month thereafter until the whole principal together with the interest thereon accruing is paid in full, said monthly payments being first applied to the accrued interest and the balance to the principal, to secure which said indebtedness, principal with interest accruing thereon, these presents are executed. Privilege is reserved to prepay at any time without premium or fee, the entire indebtedness or any part thereof, in an amount not less than one instalment of Fifty Dollars.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do hereby give, grant, bargain and sell, convey, release and confirm unto the said (party of the second part, her

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situate and being in Election District No. 7 in Allegany County, Maryland, which is particularly described as follows, to-wit:

BEGINNING for the same at a stake at the end of the second line of a certain deed made by Sadie R. Sharpless, widow, to Thomas B. Ferrebee and Edna E. Ferrebee, his wife, by deed dated November 22, 1943, and recorded among the Land Records of Allegany County in Liber No. 198, folio 383, and running thence North 44 degrees 34 minutes West 292 feet to a stake standing on the southeasterly edge of concrete road leading from Cumberland to Keyser commonly known as the McMullen Highway, and running thence with the southeasterly edge of said road North 40 degrees 30 minutes East 111.4 feet to a stake standing on the southwesterly edge of a 20 foot lane at its intersection with the said McMullen Highway, which lane is commonly known as "Bier's Lane", thence along the southwesterly side of said lane South 44 degrees 20 minutes East 307.7 feet to the end of the third line of the abovementioned Ferrebee deed and thence along the third line of the abovementioned Ferrebee deed reversed South 48 degrees 10 minutes West 110.5 feet to the point of beginning.

Being the same property conveyed unto the parties of the first part by Sadie R. Sharpless, widow, by deed dated February 1, 1944 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 198, folio 402.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her

executor, administrator or assigns, the aforesaid sum of

FIFTEEN HUNDRED (\$1500.00) DOLLARS

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on THEIR part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

PARTIES OF THE FIRST PART

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

party of the second part, her

heirs, executors, administrators and assigns, or Peter J. Carpentieri, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said _____

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least

FIFTEEN HUNDRED (\$1500.00)-----Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her ~~interest~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors

Attest:

[Signature]

Ralph L. Blauch
Ralph L. Blauch
Edna W. Blauch
Edna W. Blauch

[SEAL]

[SEAL]

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 16th day of January
in the year nineteen Hundred and Fifty-four before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared
Ralph L. Blauch and Edna W. Blauch, his wife

and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared

Mrs. Hettie M. Kerns, widow,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



Witness my hand and Notarial Seal the day and year aforesaid.

[Signature]

Notary Public.

Compared and Mailed *ccw*
To *Mrs. Frostburg Md*
Feb 16 1954

FILED AND RECORDED JANUARY 18th 1954 at 3:55 P.M.

This Mortgage. Made this 18th day of January in the year
Nineteen Hundred and Fifty-four by and between

STANLEY WILLIAM EISEL and RUTH PATTERSON EISEL, his wife, and
WILLIAM STANLEY EISEL and HELLIE HAZEL EISEL, his wife,
of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called
mortgagor, which expression shall include the plural as well as the singular, and the feminine as
well as the masculine, as the context may require, and **THE FIDELITY SAVINGS BANK OF**
FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the
Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings
Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of
Forty-eight Hundred - - - - -

(\$4,800.00) with interest at the rate of six per centum (6 %) per annum, for which
amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note
bearing even date herewith and payable in monthly installments of



Forty- - - - - 51/00

Dollars,

(\$40.51) commencing on the 18th. day of February, 1954, and on the 18th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 18th. day of January, 1969 ~~1965~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

All that entire lot, piece or parcel of land situate, lying and being in the Town of Frostburg, Allegany County, Maryland, which was conveyed by Jacob W. Wilson and Thelma R. Wilson, his wife, to the said William Stanley Eisel and Nellie Hazel Eisel, his wife, by deed dated January 12, 1951 and recorded in Liber No. 232, folio 517, one of the Land Records of Allegany County, Maryland, and which lot has now been divided into two parcels which are particularly described as follows, to-wit:

FIRST PARCEL: Beginning for the same at a stake standing North 24 degrees East 36 feet from the end of the first line of that part of the tract known as "The Hotel" conveyed by Thomas G. McCulloch, Executor, to Richard C. Harrie, and running thence with the first line and part of the second line of the whole lot, as corrected (Magnetic Meridian of year 1952 and horizontal distances used throughout) North 28 degrees 30 minutes East 100 feet; thence South 56 degrees 30 minutes East 196 feet; thence leaving the second line of said whole lot and cutting across the whole lot, South 33 degrees 30 minutes West 98.75 feet to intersect the fourth line of said whole lot, thence with said fourth line to the end thereof, North 56 degrees 54 minutes West 185 feet, the place of beginning.

SECOND PARCEL: Beginning for the same at a stake standing at the end of the second line of the whole lot and running thence with the third line and part of the fourth line of said whole lot, as corrected (Magnetic Meridian of year 1952 and horizontal distances used throughout) South 62 degrees 00 minutes West 108 feet to a fence post, thence North 56 degrees 54 minutes West 295.00 feet to a stake, thence running across the whole lot North 33 degrees 30 minutes East 98.75 feet to a stake standing on the second line of the aforementioned deed; thence with part of said second line South 56 degrees 30 minutes East 346.00 feet to the place of beginning, containing 0.73 acres, more or less.

BEING the same property which was conveyed to the said Stanley William Eisel and Ruth Patterson Eisel, his wife, by deed from William Stanley Eisel and Nellie Hazel Eisel, his wife, dated September 13, 1952 and recorded in Liber No. 244, folio 328 among said Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

(§) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: as to all four:

Ralph M. Race
Ralph M. Race

Stanley William Eisel (SEAL)
Stanley William Eisel

Ruth Patterson Eisel (SEAL)
Ruth Patterson Eisel

William Stanley Eisel (SEAL)
William Stanley Eisel

Nellie Hazel Eisel (SEAL)
Nellie Hazel Eisel

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 18th. day of January in the year Nineteen
Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Mary-
land, in and for said County, personally appeared

STANLEY WILLIAM EISEL and RUTH PATTERSON EISEL, his wife, and
WILLIAM STANLEY EISEL and NELLIE HAZEL EISEL, his wife,

and each acknowledged the foregoing mortgage to be their respective
act; and at the same time, before me also personally appeared William B. Yates, Treasurer of THE
FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within
named mortgagee, and made oath in due form of law, that the consideration in said mortgage is
true and bona fide as therein set forth; and the said William B. Yates did further in like manner
make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized
by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day
and date above written.



Ralph M. Race
Ralph M. Race Notary Public

Compared and Verified
To *See A. Legge Acty Acty*

LEN 302 PAGE 342

FILED AND RECORDED JANUARY 18th 1954 at 11:20 A.M.

PURCHASE MONEY

This Mortgage, Made this 17th day of January, in the
year Nineteen Hundred and fifty four by and between
Clarence A. Wilt and Elva M. Wilt, his wife,

_____ of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand Five Hundred Thirty Four and no/100 (\$2534.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Thirty seven and 2/100 (\$37.02) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the northerly side of Clayton Avenue known and designated as Lot No. 6, Section No. 3, in Pellegrine's Addition to Westernport, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, Folio 109, one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to wit:

Beginning for the same on the northerly side of Clayton Avenue at the end of the first line of Lot No. 5, Section No. 3, in said addition, and running then with said avenue South 76 degrees 37 minutes West 40 feet, then North 13 degrees 23 minutes West 114.5 feet, then North 76 degrees 37 minutes East 40 feet to the end of the second line of said lot No. 5, and then with said second line reversed South 13 degrees 23 minutes East 114.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of A. Dewey Pellegrine et al of even date which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s ~~their~~ heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Five Hundred Thirty Four (\$2534.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or acts, or in any

other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives, and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

Clarence A. Wilt [SEAL]
CLARENCE A. WILT
Elva M. Wilt [SEAL]
ELVA M. WILT

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 14TH day of January,
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Clarence A. Wilt and Elva M. Wilt, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and *corrected* by
To *Geo. H. Legge Atty City*
Feb 4 1954

FILED AND RECORDED JANUARY 18th 1954 at 11:20 A.M.

PURCHASE MONEY

This Mortgage, Made this 15TH day of JANUARY in the
year Nineteen Hundred and fifty-three by and between

Paul P. O'Neill and Ruth L. O'Neill, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand Eight Hundred Forty-seven 00/100 - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Forty-one 59/100 - - - - - (\$41.59) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the easterly side of Dewey Street known and designated as Lot No. 8, Section No. 2 in Pellegrine's Addition to Westernport, Maryland, a plat of which said addition is recorded in Liber 1, folio 109 one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING for the same on the easterly side of Dewey Street at the end of the first line of Lot No. 7, Section No. 2 in said addition and running then with said street North 7 degrees 53 minutes West 50.44 feet, then North 74 degrees 32 minutes East 150.09 feet to the westerly side of Donna Street, then with said Donna Street South 15 degrees 28 minutes East 50 feet to the end of the second line of said Lot No. 7 and then with said second line reversed South 74 degrees 32 minutes West 156.75 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of A. Dewey Pellegrine and Elene Pellegrine, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Eight Hundred Forty-seven 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental taxes that may be made on the mortgaged property, on this mortgage or note, or in any

other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Paul P. O'Neil [SEAL]
Paul P. O'Neil
Ruth L. O'Neil [SEAL]
Ruth L. O'Neil

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 15TH day of JANUARY
in the year nineteen Hundred and Fifty-three, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Paul P. O'Neil and Ruth L. O'Neil, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.


Compared and *yes*
To *Les. H. Lepp, Alleg. Co.*
Feb. 4, 1954

LIBER 302 PAGE 348


FILED AND RECORDED JANUARY 18th 1954 at 11:20 A.M.

This Mortgage. Made this 15TH day of JANUARY in the
year Nineteen Hundred and fifty-four by and between

Harry M. Lease and Rachel E. Lease, his wife,

 of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

 Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifteen Hundred 00/100 - - - (\$1500.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty-four 86/100 - - (\$24.86) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots lying and being situated in District No. 7 in Allegany County, Maryland, and known and designated as Lots Nos. 465, 466 and 467 of Section A, Triple Lakes Town Site, plat of which is filed among the Land Records of Allegany County, Maryland, in Plat Box 107.

This being a part of the same land which was conveyed by Thomas Lohr Richards, Assignee of Mortgage unto Harry J. Barton and Eva Mae Barton, his wife, by deed dated July 6, 1936, and recorded among the Land Records of Allegany County, Maryland.

Being the same property which was conveyed unto Rachel E. Lease by deed of Harry J. Barton et al, dated July 7, 1936, recorded in Liber 175, folio 644, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred 00/100 - - - (\$1500.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Harris [SEAL]
Harry W. Lease
Rachel E. Lease [SEAL]
 Harry W. Lease
 Rachel E. Lease

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 15TH day of JANUARY
 in the year nineteen Hundred and Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
 Harry W. Lease and Rachel E. Lease, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
 and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
 agent for the within named mortgagee and made oath in due form of law, that the consideration
 in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
 of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George L. Harris
 Notary Public.

Compared and *delivered*
 To *Geo. W. Legge* *Att'y*
Feb 4 1954

FILED AND RECORDED JANUARY 19th 1954 at 11:30 A.M.

PURCHASE MONEY

This Mortgage. Made this 15TH day of JANUARY in the
 year Nineteen Hundred and fifty-four by and between

James Joseph Whalley and Mary C. Whalley, his wife,

of Allegany County, in the State of Maryland, part last of the first part, here-
 inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
 corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
 land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand Seven Hundred 00/100 - - (\$2700.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty-seven 00/100 - - (\$27.00) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the southerly side of Offutt Street known and designated as Lots 15 and 16 in the Humbird Land and Improvement Company's Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 8 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

BEGINNING for the same on the southerly side of Offutt Street at the end of the first line of Lot No. 14 in said addition and running then with said street South 53-1/2 degrees East 50 feet to the westerly side of an alley, then with said alley South 36-1/2 degrees West 125 feet to the northerly side of another alley, then with said last named alley North 53-1/2 degrees West 50 feet to the end of the second line of said Lot No. 14 and then with said second line reversed North 36-1/2 degrees East 125 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Harry I. Stegmaier, Trustee, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Seven Hundred 00/100 - - (\$2700.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

James Joseph Whalley

James Joseph Whalley [SEAL]
James Joseph Whalley

Mary C. Whalley [SEAL]
Mary C. Whalley

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 18TH day of JANUARY
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

James Joseph Whalley and Mary C. Whalley, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

James Joseph Whalley
Notary Public.

FILED AND RECORDED JANUARY 19th 1954 at 11:30 A.M.

PURCHASE MONEY

This Mortgage. Made this 18TH day of JANUARY in the
year Nineteen Hundred and fifty-four by and between

W. Edward Nease and Hazel G. Nease, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seven Thousand Eight Hundred Seventy-five (\$7875.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-nine 85/100 - - - (\$49.85) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on Johnson Heights, in Cumberland, Allegany County, Maryland, known as Lot No. 3 of Block No. 29 as shown on the revised plat of Johnson Heights Addition dated April 1, 1936 and recorded in Liber No. 1, folio 43, one of the Plat Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a point along the Southeast side of Glenmore Street distant 70 feet measured in a Northeast direction along the Southeast side of Glenmore Street from the intersection with the Northeast side of Arundel Street, said point is also the end of the first line of parcel of ground conveyed by Cecil R. Sampson and Florence W. Sampson, his wife, to Howard B. McClung and Oma V. McClung, his wife, by deed dated August 6, 1940, and recorded in Liber No. 187, folio 537, one of the Land Records of Allegany County, and running then along and with the Southeast side of Glenmore Street North 33 degrees 51 minutes East 35 feet, then at right angles to Glenmore Street and parallel with Arundel Street, South 56 degrees 9 minutes East 130 feet to the Northwest side of a 15 foot alley, and with it South 33 degrees 51 minutes West 35 feet, to a point, it being the end of the second line of the aforementioned Howard B. McClung deed, then reversing said second line North 56 degrees 9 minutes West 130 feet to the beginning. All courses refer to the True Meridian.

Including the rights conveyed by the Mutual Deed of Easement, made August 15, 1940, between Cecil R. Sampson and Florence W. Sampson, his wife, and Howard B. McClung and Oma V. McClung, his wife, recorded among the Land Records of Allegany County, Maryland in Liber No. 187, folio 437

BEING the same property which was conveyed unto the parties of the first part by deed of Raymond E. Deremer and Anna J. Deremer, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording

of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand Eight Hundred Seventy-five (\$7875.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental taxes that may be made on the mortgaged property, on this mortgage or note, or in any

other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Payne

W. Edward Neus

(SEAL)

Hazel C. Neus

(SEAL)

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 18TH day of JANUARY in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

W. Edward Neus and Hazel C. Neus, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



hand and Notarial Seal the day and year aforesaid.

George L. Payne

Notary Public.

Computed and Mailed
 Mortgage Westernport Md
 Feb 16 1954

FILED AND RECORDED JANUARY 19th 1954 at 10:30 A.M.

Purchase Money

This Mortgage, Made this twelfth day of January-----

in the year Nineteen Hundred and Fifty four-----, by and between

Kenneth E. Wilcox and Mary T. Wilcox, husband and wife-----

of Luke, Allegany-----County, in the State of Maryland-----

parties of the first part, and The Citizens National Bank of Westernport,

Maryland, a corporation, organized under the National Banking laws of
 The United States of America-----

of Westernport, Allegany-----County, in the State of Maryland-----

party----- of the second part, WITNESSETH:

Whereas,

The said parties of the first part are indebted unto the said party of the second part in the full and just sum of four thousand dollars (\$ 4000.00) for money lent, being the purchase price of certain property purchased by the parties of the first part and hereby mortgaged, which loan is evidenced by the promissory note of the said parties of the first part, of even date herewith, payable on demand with interest unto the party of the second part at The Citizens National Bank of Westernport, Maryland.

And Whereas, it is agreed that the said mortgagors shall pay in reduction of said note, until demand is made for the full amount due, the sum of \$ 50.00 each month, including accrued interest, and that the entire remaining principal of said note, if not sooner paid, shall be due and payable ten years from the date of said original note.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part -----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors-----

~~And~~ and assigns, the following property, to-wit:

All that certain parcel of land in the town of Luke, Allegany County, Maryland, being parts of lots numbers twenty-five and twenty-six (25 & 26) as paid off on the plat thereof, and being the same property which was conveyed unto the said parties of the first part herein by deed from James D. Worgan and wife, dated June 29, 1953 and of record among the land records of Allegany County, Maryland in Liber 251 Page 156. To which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their
----- heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, its successors -----
~~or assigns~~ or assigns, the aforesaid sum of Four thousand dollars-----
evidenced by said note or any renewal of the same or part thereof

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their-----part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs and assigns-----
-----may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the second part, its successors -----

~~or assigns~~ and assigns, or Horace P. Whitworth, its
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their----- heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their----- representatives, heirs or assigns.

And the said parties of the first part----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or ----- assigns, the improvements on the hereby mortgaged land to the amount of at least Four thousand ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors, ----- assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors.

Attest:

Charles J. Laughlin

Kenneth E. Wilcox [SEAL]
Kenneth E. Wilcox

===== [SEAL]
Mary T. Wilcox [SEAL]
Mary T. Wilcox.

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this twelfth day of January

in the year nineteen Hundred and Fifty four before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Kenneth E. Wilcox and Mary T. Wilcox, his wife

and each acknowledged the foregoing mortgage to be their voluntary

act and deed; and at the same time before me also personally appeared Horace P. Whitworth,

President of The Citizens National Bank of Westernport, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth, and that he is the president
of the said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard Whitworth
Notary Public



Compared and Under Seal
The Second National Bank
Feb. 16, 1954

FILED AND RECORDED JANUARY 19th 1954 at 3:35 P.M.

This Mortgage, Made this 18th day of January
in the year Nineteen Hundred and Fifty Four, by and between

CLAYTON S. EATON and ANNA L. EATON, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and



THE SECOND NATIONAL BANK OF CUMBERLAND, TRUSTEE, ROSE HILL CEMETERY

ENDOWMENT FUND,

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Eight Hundred and no/100 (\$800.00) Dollars, this day loaned the parties of the first part by the party of the second part, which principal sum with interest at 6% per annum, is to be repaid by the parties of the first part to the party of the second part, in payments of not less than Twenty-five (\$25.00) per month; said payments to be applied first to interest and the balance to principal. The first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors

~~xxxx~~ and assigns, the following property, to-wit:

ALL those two lots or parcels of ground located and known as Lots Nos. 61 and 62, in Block 18, in Potomac Park Addition, situated near the McMullen Boulevard, West of the City of Cumberland, Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to wit:

BEGINNING on the Northerly side of Bank Avenue at a point distant South 51 degrees 55 minutes East 100 feet from the intersection of the Northerly side of Bank Avenue with the Easterly side of Prospect Drive, as shown on the revised Plat of said Addition, filed in Plat Case Box 137; and running thence with the Northerly side of Bank Avenue, South 51 degrees 55 minutes East 50 feet; thence North 38 degrees 5 minutes East 110 feet; thence North 51 degrees 55

minutes West 50 feet; thence South 38 degrees 5 minutes West 110 feet to the beginning.

BEING the same property which was conveyed to the parties of the first part by Ralph L. Rosier and Wanda E. Rosier, his wife, by deed dated January 13, 1951, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 232, folio 450.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part

their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

~~xxxxxxxxxxxxxxxx~~ or assigns, the aforesaid sum of

Eight Hundred (\$800.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be

performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~do hereby authorize~~ and assigns, or William M. Somerville, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or assigns, the improvements on the hereby mortgaged land to the amount of at least

----- Eight Hundred (\$800.00)----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~or~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor s.

Attest:

George E. Hunt
George E. Hunt

Clayton S. Eaton [SEAL]
Clayton S. Eaton
Anna L. Eaton [SEAL]
Anna L. Eaton

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 18th day of January

in the year nineteen Hundred and Fifty - Four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

CLAYTON S. EATON and ANNA L. EATON, his wife,

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared

John H. Mosner, Cashier of
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Chas E Shaw

Notary Public.



Compared and Mailed *Business*
To *Mr. Placencia Atty. City*
Feb 16 1954

FILED AND RECORDED JANUARY 19th 1954 at 3:40 P.M.

This Mortgage, Made this 19th day of January

in the year nineteen hundred and fifty-four by and between

PAUL E. GREISE and VELMA R. GREISE, his wife,



of Allegany County and the State of Maryland, parties of the first part and the
Western Maryland Building and Loan Association, Incorporated
a corporation duly incorporated under the Laws of the State of Maryland, party of the second part,
WITNESSETH:



WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- - - - - Twelve Thousand - - - - - (\$12,000.00) - Dollars, on
One hundred twenty - Shares of stock, upon the condition that a good and effectual mortgage
be executed by the said parties of the first part to the said Body Corporate, to secure the payment of
the sums of money at the times and in the manner hereinafter mentioned, and the performance of and
compliance with the covenants, conditions and agreements herein mentioned, on the part of the said
parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amend-
ments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises
and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell
and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors
or assigns all that lot or parcel of land lying
in the City of Cumberland, Allegany County and the State of Maryland and more particularly described
as follows:

All those lots, pieces or parcels of ground lying and being in Election
District No. 23 in Allegany County, Maryland, and more particularly described
as follows, to wit:

FIRST PARCEL: All that lot, piece or parcel of ground, together with the water rights and easements in connection therewith, lying and being in Allegany County, Maryland, which was conveyed by Charles E. Jenkins et ux, et al to Paul E. Greise et ux by deed dated April 14, 1943, and recorded in Deeds Liber 195, folio 655 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property and water rights and easements.

SECOND PARCEL: All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, which was conveyed by Henry F. Graebenstein to Paul E. Greise et ux by deed dated April 19, 1950, and recorded in Deeds Liber 229, folio 450 among the Land Records of Allegany County, Maryland, reference to which deed is hereby specifically made for a more particular description of said property.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of Twelve Thousand - - - - - (\$12,000.00) - Dollars with six per cent interest thereon, payable in 120 monthly payments of not less than \$133.32 each, on or before the 19th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 19th day of February, 1954, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 19th day of January, 1964.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand - - - - - (\$12,000.00) - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carscaden its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test:

Patty Ann Davis

Paul E. Greise (SEAL)
PAUL E. GREISE
Velma R. Greise (SEAL)
VELMA R. GREISE

State of Maryland,

Alleghany County, to wit:

I hereby certify that, on this 19th day of January 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for Alleghany County, personally appeared Paul E. Greise and Velma R. Greise, his wife, and they acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth; and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 19th day of January, 1954.



Patty Ann Davis
Notary Public

Compared and *True* to
To *Geo. H. Legg, Atty City*
Feb 16 54

FILED AND RECORDED JANUARY 21st at 12:20 P.M.

PURCHASE MONEY

This Mortgage, Made this 19th day of JANUARY in the year Nineteen Hundred and fifty-~~four~~ ^{FOUR} by and between

Howard L. Sutherland and Alwilda Sutherland,
his wife,

of Alleghany County, in the State of Maryland, part 1.22 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Alleghany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand 00/100 - - - - - (\$5000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Seventy-three 05/100 - - - - - (\$73.05) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month.

and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the easterly side of Elene Street known and designated as Lot No. 2, Section No. 1 in Pellegrine's Addition to Westernport, Maryland, a plat of which said addition is recorded in Liber 1, folio 109 one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

BEGINNING for the same on the easterly side of Elene Street at the end of the first line of Lot No. 1, Section No. 1 in said addition and running then with said street North 47 degrees 42 minutes West 31.22 feet, then North 65 degrees 10 minutes East 42.05 feet, then North 7 degrees 34 minutes West 85.45 feet, then North 82 degrees 18 minutes East 140.57 feet, then South 20 degrees 48 minutes East 69.08 feet to the end of the second line of said Lot No. 1 and then with said second line reversed South 65 degrees 10 minutes West 184.54 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of A. Dewey Pellegrine and Elene Pellegrine, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand 00/100 - - - (\$5000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

 
Howard L. Sutherland [SEAL]
Alwilda Sutherland [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 19th day of January

in the year nineteen Hundred and Fifty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Howard L. Sutherland and Alwilda Sutherland, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED JANUARY 22nd 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 21st. day of January, 1954, by and between
John L. GEIS and Elsie V. GEIS, his wife,

of Frostburg, Allegany County, in the State of Maryland, Mortgagor ^S, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagors are justly indebted unto the Mortgagee in the full and just sum of
Twenty-four hundred - - - - - 00/00 (\$2,400.00)

one year from date which is to be repaid in - - - - -
hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor ^S do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in Frostburg, Allegany County, Maryland, known as 110 Wood Street and 117 Center Street, Frostburg, Md. (being adjoining lots)

and more fully described in a Deed from Rachel Knieriem, Trustee, dated February 11, 1947, recorded among Land Records of Allegany County, Maryland, Liber 212, Folio 474

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor ^S their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor ^S may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor ^S hereby covenant to pay when legally demandable.

AND, the said Mortgagor ^S further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagor ^S, their heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagor ^S, their representatives, heirs or assigns.

WITNESS: my hand and seal

ATTEST:

John L. Gels
John L. Gels
Elvie V. Gels

John L. Gels (SEAL)

Elvie V. Gels (SEAL)

Elvie V. Gels (SEAL)

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:I HEREBY CERTIFY, That on this 1st day of January, 1954, before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared

John L. Gels and Elvie V. Gels, his wife,

the Mortgagee named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act.
 At the same time, also appeared WILLIAM B. YATES, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG,
 ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true
 and correct in the premises set forth.

IN WITNESS my hand and Notarial Seal.



Notary Public

Ralph M. Pace

For value received, The Fidelity Savings Bank of Frostburg, Allegany County, does hereby release the within and foregoing Mortgage of Frostburg, Maryland, to the hand of its President, duly attested by its Secretary, with its Corporate Seal duly attached this 15th day of June, 1954.
Compared and found correct (Corporate Seal)
To Earl E. Mangus, City of *Ralph M. Pace, Notary Public*
P.O. Box 873, 24 10 54 *Secretary 6-15-54*

FILED AND RECORDED JANUARY 22ND 1954 at 9:50 A.M.

PURCHASE MONEY

This Mortgage, Made this 15th day of January

in the year Nineteen Hundred and Fifty-four, by and between

Virgil J. Bowers and Nellie V. Bowers, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and C. Glenn Watson, widower,

of Allegany County, in the State of Maryland

part of the second part, WITNESSETH:

Whereas, the Parties of the first Part are justly and bona fide indebted unto the Party of the Second Part in the full and just sum of one thousand three hundred (\$1,300.00) dollars, and which said sum shall bear interest at the rate of six per cent (6%) per annum and which said principal sum and interest shall be repaid in equal monthly installments of twenty-five (\$25.00) dollars each, out of which said payments first shall be computed and deducted the interest upon the principal sum or any unpaid balance thereof, and the balance of said payment to be applied to the reduction of said principal sum; the first of which payments shall be made one month from the date hereof and monthly thereafter on the same day of each succeeding month until the said principal sum and interest shall have been fully paid; with the right reserved unto the Parties of the first Part to prepay any or all of said principal and interest at any time prior to its date of maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said

Virgil J. Bowers and Nellie V. Bowers, his wife,

do

give, grant, bargain and sell, convey, release and confirm unto the said

C. Glenn Watson, widower, his

heirs and assigns, the following property, to-wit:

ALL that piece, parcel, or plot of ground situate, lying, and being in Election District No. 5 and being more particularly described as follows, to-wit:

LOT NO. 409: BEGINNING for the said parcel of ground at a point distant 40 feet in a Southerly direction from the intersection of the Westerly side of Rosewood Street with the Southerly side of Coulman Street; and running thence with the Westerly side of Rosewood Street in a Southerly direction 40 feet to the end of the first line of Lot No. 408; and thence with the second line of said Lot No. 408 in a Westerly direction and at right angles to Rosewood Street, 150 feet to the Easterly side of Finan Street; thence with the Easterly side of Finan Street in a Northerly direction 40 feet to Lot No. 410 and with the Southerly line of said lot in an Easterly

direction 150 feet to Rosewood Street, or the place of beginning.

THE AFOREGOING PROPERTY is the same property conveyed by deed of even date herewith by and between Roy C. Lee, executor of the estate of Clayton C. Lee, deceased, and Virgil J. Bowers and Nellie V. Bowers, his wife, Parties of the First Part herein, and which said deed is to be recorded simultaneously with the recordation of this Purchase Money Mortgage among the Mortgage Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Virgil J. Bowers and Nellie V. Bowers,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said
C. Glenn Watson, widower, his
executors, administrator or assigns, the aforesaid sum of
One Thousand Three Hundred (\$1,300.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Virgil J. Bowers and Nellie V. Bowers, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Virgil J. Bowers and Nellie V. Bowers, his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

C. Glenn Watson, widower, his

heirs, executors, administrators and assigns, or Earl E. Manges
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in ~~the State of~~ Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

Virgil J. Bowers and Nellie V. Bowers, his wife, ^{their} heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Virgil J. Bowers and Nellie V. Bowers, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his
assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand Three Hundred (\$1,300.00) - - - - - Dollars

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, his heirs or assigns, to the extent of \$10,000.00 their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest:

Earl E. Mangels
Earl E. Mangels

Virgil J. Bowers [SEAL]
Virgil J. Bowers
Nealie V. Bowers [SEAL]
Nealie V. Bowers

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 15th day of January in the year nineteen Hundred and Fifty - FOUR, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Virgil J. Bowers and Nealie V. Bowers, his wife, and each acknowledged the foregoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared C. Glenn Watson, widower, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



IN WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl E. Mangels
Notary Public.

Compared and correct
 to Earl E. Mangus Atty City
 Feb 26 1954

FILED AND RECORDED JANUARY 22nd 1954 at 9:40 A.M.
 PURCHASE MONEY

This Mortgage. Made this 16th day of ~~XXXXXX~~ January,
 in the year Nineteen Hundred and Fifty-~~XXXX~~ four, by and between
 Charles E. Bonner and Theresa Bonner, his wife,

of Allegheny County, in the State of Maryland

parties of the first part, and

Edgar S. Rice and Odell H. Rice, his wife,

of Allegheny County, in the State of Maryland

parties of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Parties of the Second Part in the full and just sum of One Thousand Five Hundred Fifty and 00/100 dollars (\$1,550.00) and which said sum shall bear interest at the rate of six per cent (6%) per annum, and which said principal sum and interest shall be repaid in equal monthly installments of twenty-five (\$25.00) Dollars per month, the first of which said monthly installments shall become due and payable on the 15th day of February, 1954, and monthly thereafter upon the same day of each succeeding month until fully paid; with the right reserved unto the said Parties of the First Part to prepay any or all of said principal and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Charles E. Bonner and Theresa Bonner, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Edgar S. Rice and Odell H. Rice, his wife, their

heirs and assigns, the following property, to-wit:

ALL that piece, parcel, or plot of ground situate, lying, and being in Election District No. 5 and being more particularly described as follows:

BEGINNING for said lot at a point at the end of the first line of Lot No. 16, Section A, of Bowman's Cumberland Valley Addition to Cumberland; and running thence South 43 degrees East (courses as of the original plat, South 43 degrees 8 minutes East) 200 feet to the westerly side of a 25-foot street, being Ellis Avenue; thence with the westerly side of said street, North 37 degrees East (courses as of the original plat, North 40 degrees 27 minutes East) 100 feet to the Southern line of Lot No. 18, Section A; thence North 43 degrees West (courses as of the original plat, North 43 degrees 8 minutes West) 200 feet to the Easterly side of a 25-foot

street, being Madison Street; thence with the Easterly side of said street, South 37 degrees West (courses as of the original plat, South 40 degrees 25 minutes West) 100 feet to the place of beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith by and between Roy Clayton Lee, et ux, et al, and Charles E. Bonner and Theresa Bonner, his wife, Parties of the first part hereto, and which said deed is to be recorded simultaneously with the recordation of this Purchase Money Mortgage among the Mortgage Records of Allegany County, Maryland; a specific reference to which said deed is made for a full and particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Charles E. Bonner and Theresa Bonner, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Edgar S. Rice and Odell H. Rice, his wife, their executors, administrator or assigns, the aforesaid sum of _____

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

Charles E. Bonner and Theresa Bonner, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

Charles E. Bonner and Theresa Bonner, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

Edgar S. Rice and Odell H. Rice, his wife, their

heirs, executors, administrators and assigns, or Edgar S. Rice his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in ~~Allegany~~ Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said _____

Charles E. Bonner and Theresa Bonner, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Charles E. Bonner and Theresa Bonner, his wife,

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagors or their assigns, the improvements on the hereby mortgaged land to the amount of at least _____

-- One thousand Five Hundred Fifty -- Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagees, their heirs or assigns, to the extent
of their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagees:

Attest:

Earl E. Manges

Charles E. Bonner [SEAL]
CHARLES E. BONNER

Earl E. Manges

Theresa Bonner [SEAL]
THERESA BONNER

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 16th day of November
in the year nineteen Hundred and Fifty -LXXX, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Charles E. Bonner and Theresa Bonner, his wife,
and each acknowledged the foregoing mortgage to be his and her respective
act and deed; and at the same time before me also personally appeared
Edgar S. Rice and Odell N. Rice, his wife,
the within named mortgagees, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl E. Manges
Notary Public.

To *Mt. City*
Feb 16 19 *54*

LIBER 302 PAGE 374

FILED AND RECORDED JANUARY 25th 1954 at 3:55 P.M.

This Mortgage, Made this 22nd day of January,
in the year Nineteen Hundred and Fifty-four _____, by and between

ERNEST B. BARNES and MABEL G. BARNES, his wife,

of Allegany County Sanx, in the State of Maryland,
parties of the first part, and JAMES A. PERRIN and ANGELA M. PERRIN, his
wife,

of Allegany County, in the State of Maryland,
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are jointly and severally
firmly indebted unto the parties of the second part in the full and
just sum of TWELVE HUNDRED DOLLARS (\$1,200.00), payable three years
after date, together with interest thereon at the rate of six per cent
(6%) per annum, adjustable semi-annually, and which said sum of money
together with the interest thereon as aforesaid the said parties of
the first part covenant to pay as and when the same shall be due and
payable.

And the said parties of the first part covenant and
agree to pay on account of said principal and interest monthly payments of
not less than Fifteen Dollars (\$15.00) beginning on the 12th day of February,
1954, and continuing on the same day of each and every month there-
after, said monthly payments to be applied to the payment of interest,
which is to be calculated and adjusted on a six months basis, and the
balance to the payment on account of the principal of the mortgage
indebtedness.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties
of the second part, their

heirs and assigns, the following property, to-wit:

All the remaining property owned by the parties of
the first part and as located within the metes and bounds description
of Parcel No. 2 as set forth and described in that certain deed from
George A. Wolfe and Alice Wolfe, his wife, to Ernest B. Barnes and
Mabel G. Barnes, his wife, dated December 13, 1938, and recorded among
the Land Records of Allegany County, Maryland, in Deed Liber No. 182,
folio 198, a reference to which said deed is hereby more particularly
made, said property being located in Allegany County, Maryland, and

being all that part of a tract or parcel of land called "High German" or by whatever name it may be known.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their

executor, administrator or assigns, the aforesaid sum of Twelve Hundred Dollars (\$1,200.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then, this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Matthew J. Mullaney,

their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagee's representatives, heirs or assigns.

Witness, the hand and seal of said mortgagors.

Attest:

Dennis E. Barnes

Dennis E. Barnes

Ernest B. Barnes [SEAL]
Ernest B. Barnes

Mabel G. Barnes [SEAL]
Mabel G. Barnes

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 22nd day of January,
in the year nineteen Hundred and Fifty-four _____, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

ERNEST B. BARNES and MABEL G. BARNES, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared JAMES A. PERRIN,
one of the within named mortgagees,

and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Regina D. Smith
Notary Public



Compared and *renewed*
To *22nd Jan 24* *Legge Atty City*
Feb 7 1954

FILED AND RECORDED JANUARY 25 1954 at 12:20 P.M.

This Mortgage, Made this 22nd day of JANUARY in the
year Nineteen Hundred and fifty-four _____ by and between _____

Maurice W. Rice and Ethel V. Rice, his wife,

_____ of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Three Thousand 00/100 - - - (\$3000.00) - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Thirty-one 11/100 - - - (\$31.11) - - - Dollars



on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground, being a part of Lot No. 80 and part of Lot No. 81 of the Laine Estate, a plat of the said Laine Estate having been recorded in Plat Case Box No. 1, one of the Land Records of Allegany County, in the City of Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a chiseled mark on the Southeast side of the concrete sidewalk at the Southeast side of Pennsylvania Avenue, said chiseled mark also stands North 14 degrees and 37 minutes East 305 feet from the point of intersection of the North side of Laine Avenue and the said Southeast side of Pennsylvania Avenue, said chiseled mark also stands at 10 feet on the first line of the whole property conveyed by J. Gilbert Selby to Robert T. Powell, et ux, by deed dated the 30th day of January, 1929, and recorded in Liber No. 160, folio 15, one of the Land Records of Allegany County, said chiseled mark also stands at the end of the first line of the adjoining property as conveyed by Robert T. Powell et ux to Harry C. Hilligass et ux, et al., by deed dated the 1st day of March, 1929, and recorded in Liber No. 160, folio 155, one of the Land Records of Allegany County, and running then with the remainder of the first line of the said Robert T. Powell property and also with part of the first line of the whole property of which this is a part as conveyed by Elmer N. Bennett, et ux., to Robert T. Powell et ux., by deed dated the 15th day of November, 1929, and recorded in Liber No. 159, folio 494, one of the Land Records of Allegany County, and with the said Southeast side of Pennsylvania Avenue (bearings as of the said plat and with Horizontal Measurements) North 14 degrees and 37 minutes East 13-8/10 feet to a chiseled mark on the said Southeast side of the sidewalk, then at a right angle to Pennsylvania Avenue and with the partition wall of the double brick dwelling, situated on the property herein described and the adjoining remainder of the Robert T. Powell et ux., whole property last mentioned, South 75 degrees and 23 minutes East 100 feet to a locust stake standing on the Northwest side of Beech Alley, then with the said Northwest side of Beech Alley, South 14 degrees and 37 minutes West 13-8/10 feet to a locust stake, said stake stands at the end of the second line of the aforementioned Hilligass property, then reversing the second line of the said Hilligass property, North 75 degrees and 23 minutes West 100 feet to the beginning.

BEING the same property which was conveyed unto Ethel V. Rice by deed of Thomas W. Rice dated September 28, 1953 which is recorded in Liber No. 254, folio 298 one of the Land Records of Allegany County, Maryland, and also by confirmatory deed of Robert T. Powell dated October 21, 1953, which is recorded in Liber No. 254, folio 301 one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals and

improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand 00/100 - - - (\$3000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness the hand and seal of said mortgagors

Attest:

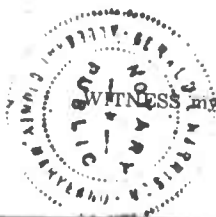
[Signature]

Maurice W. Rice [SEAL]
Maurice W. Rice
Ethel V. Rice [SEAL]
Ethel V. Rice

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 22nd day of JANUARY
in the year nineteen Hundred and Fifty-four _____, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Maurice W. Rice and Ethel V. Rice, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

[Signature]
Notary Public.

FILED AND RECORDED JANUARY 25th 1954 at 12:20 P.M.

This Mortgage, Made this 22nd day of JANUARY in the
year Nineteen Hundred and fifty-four _____ by and between _____

Ralph C. Kraus and Lucile L. Kraus, his wife,

_____ of Allegany County, in the State of Maryland, part¹ of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of



One Thousand Two Hundred Twenty-five 00/100 - - - - - Dollars,
 which said sum the mortgagors agree to repay in installments with interest thereon from
 the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty-five 00/100 - - - (\$25.00) - - - - - Dollars
 on or before the first day of each and every month from the date hereof, until the whole of said
 principal sum and interest shall be paid, which interest shall be computed by the calendar month,
 and the said installment payment may be applied by the mortgagee in the following order: (1) to
 the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
 of every nature and description, ground rent, fire and tornado insurance premiums and other
 charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
 said principal sum. The due execution of this mortgage having been a condition precedent to the
 granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
 together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
 release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
 ing described property, to-wit:

All that lot, or parcel of ground fronting 35 feet on
 Willison Place (or Alley) and extending back a depth of 42 feet, more
 or less, and being the same property which was conveyed unto the
 parties of the first part by deed of C. Glenn Watson and Ethel M.
 Watson, his wife, dated the 5th day of December, 1950 and recorded
 in Liber No. 232, folio 281, one of the Land Records of Allegany
 County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at
 the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-
 gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt
 exceed the original amount hereof provided, the full amount of any such advance is used for pay-
 ing the costs of any repairs, alterations or improvements to the mortgaged property as provided
 in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any
 amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the
 payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or
 wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional colla-
 teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid bal-
 ance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the
 payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the
 Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this
 indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this
 indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or
 at any time on said premises, and every part thereof, in good repair and condition, so that the
 same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from
 time to time make or cause to be made all needful and proper replacements, repairs, renewals, and
 improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the
 repair and improvement of buildings on the mortgaged premises, and any sums of money so
 advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mort-
 gagee that the above described property is improved as herein stated and that a perfect fee simple
 title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do
 covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways,
 waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee,
 its successors and assigns, forever, provided that if the said mortgagors, their
 heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors
 or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same
 shall become due and payable, and in the meantime do and shall perform all the covenants herein
 on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may
 hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and
 public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said
 mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Two Hundred Twenty-five 00/100 - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

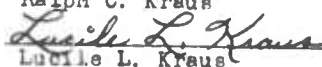
In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of said mortgagors.

Attest:




Ralph C. Kraus [SEAL]


Lucile L. Kraus [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 22nd day of January

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Ralph C. Kraus and Lucile L. Kraus, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration

in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESSE my hand and Notarial Seal the day and year aforesaid.

James L. H. H.
Notary Public.

Completed and *sent* to
To *Res. H. Legge, City*
Feb 7 1954

FILED AND RECORDED JANUARY 26 1954 at 1:30 P.M.

This Mortgage, Made this 25TH day of JANUARY in the
year Nineteen Hundred and fifty-four by and between
Norbert J. Zeller and Hazel E. Zeller, his wife.

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Six Thousand 00/100 - - - (\$6000.00) - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Sixty 00/100 - - - (\$60.00) - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot, piece or parcel of ground situated on the
southerly side of Braddock Road opposite the Allegany Grove Camp
Ground known and designated as Lot No. 3 in Glenview Terrace
Addition and a parcel of ground adjoining thereto on the east, said
parcels being located about 5 miles westerly of the City of Cumberland,
Allegany County, Maryland, and are more particularly described as

A whole as follows, to-wit:

BEGINNING for the same at a spike standing on the southerly edge of the concrete shoulder of the Braddock Road, said spike also standing at the end of the first line of the parcel of ground conveyed by Norbert J. Zeller et ux, to Robert L. Zeller by deed dated December 20, 1946, which is recorded in Liber No. 212, folio 268, one of the Land Records of Allegany County, Maryland, said spike also standing North 19 degrees 43 minutes East 60.4 feet from the most northerly corner of the dwelling standing on the aforementioned Robert L. Zeller parcel of ground and also standing North 46 degrees 17 minutes West 11.8 feet from the northwesterly corner of the dwelling standing on this described parcel of ground and running then with the southerly edge of the concrete shoulder of said Braddock Road North 57 degrees 30 minutes East 114.8 feet to a small iron pin imbedded at the edge of the concrete at the end of the first line of the deed from Norbert J. Zeller et al to John R. Steiding et ux dated January 23, 1950, which is recorded in Liber No. 227, folio 631 one of the Land Records of Allegany County, Maryland, then with part of the second line of said Steiding deed South 32 degrees 15 minutes East 140 feet, then South 57 degrees 30 minutes West 114.8 feet to a locust stake standing at the end of the second line of the aforementioned Robert L. Zeller parcel of ground and then reversing second line North 32 degrees 30 minutes West 140 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of The Cumberland Cement and Supply Company, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs

or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand 00/100 - - - (\$6000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of said mortgagors.

Attest:

Robert J. Zeller [SEAL]
Robert J. Zeller
Hazel E. Zeller [SEAL]
Hazel E. Zeller

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 25TH day of JANUARY in the year nineteen Hundred and Fifty -FOUR, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Norbert J. Zeller and Hazel E. Zeller, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



George W. Legge
Notary Public.

Release on next page

Cumberland Maryland, April 12th 1954
 For value received, The First Federal Savings and Loan Association of Cumberland hereby releases the within and foregoing mortgage.
 Witness the signature of Lynn C. Lashley, its President, and the corporate seal of said Corporation, attested by its Secretary, Gerald L. Harrison, the day and year above written.
 (Corporate Seal) First Federal Savings and Loan Association of Cumberland
 Attest by Gerald L. Harrison Secretary By: Lynn C. Lashley 4-20-54
 President

FILED AND RECORDED JANUARY 26th 1954 at 1:30 P.M.

This Mortgage. Made this 25th day of JANUARY in the year Nineteen Hundred and fifty-four by and between

Weymouth J. Cleaver and Virginia G. Cleaver, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Twenty-five 00/100 - - - (\$3025.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Thirty 25/100 - - - (\$30.25) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated at Pinto, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron pipe stake standing on the Southwest side of a twenty foot street, said stake also stands at the point of beginning of the parcel of ground conveyed from Louis Miner, et ux, to John L. Scally, et ux, by deed dated the 24th day of February, 1936, and recorded in Liber No. 174, folio 313, one of the Land Records of Allegany County, and continuing then with said street North 60 degrees and 14 minutes West 10 feet to an iron

pipe stake, said stake also stands at the beginning of parcel of ground conveyed from John L. Scally, et ux to Paul H. Market et ux, by deed dated the 29th day of May, 1944, and recorded in Liber No. 199, folio 167, one of the Land Records of Allegany County, and continuing then at right angles to said twenty foot street South 29 degrees 46 minutes West 130 feet to an iron pipe stake standing 10 feet on the second line of the aforementioned deed in Liber 174, folio 313, and continuing then South 60 degrees and 14 minutes East 10 feet to a point at the end of the second line of parcel of ground conveyed

from Louis Miner, et ux., to John L. Scally, et ux, by deed dated the 15th day of June, 1939, and recorded in Liber 184, folio 15, one of the Land Records of Allegany County, and continuing then from said point South 29 degrees and 46 minutes West 132 35/100 feet to an iron pipe stake that stands on the Northeast side of a ten foot lane, then with said lane South 60 degrees and 28 minutes East 50 5/100 feet to an iron pipe stake, then North 29 degrees and 46 minutes East 262 13/100 feet to an iron pipe stake standing on the Southwest side of said aforementioned twenty foot street, then with said street and at right angles to the last mentioned lines, North 60 degrees and 14 minutes West 50 feet to the point of beginning.

BEING the same property conveyed by John L. Scally and Edna E. Scally, his wife, and Peoples Bank of Cumberland, Maryland, to Weymouth J. Cleaver and Virginia J. Cleaver, his wife, by deed dated the 23rd day of January, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 207, folio 32.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor ^{and} ~~their~~ heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on ~~their~~ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor ^s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor ^s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

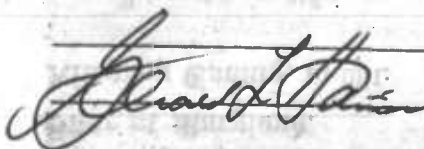
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Twenty-five 00/100 - - (\$3025.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

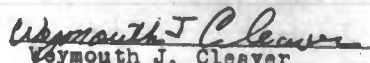
And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor ^s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor ^s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of said mortgagors.

Attest:



 (SEAL)
Wymouth J. Cleaver

 (SEAL)
Virginia G. Cleaver

(SEAL)

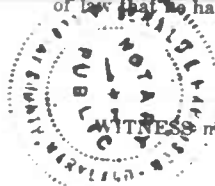
(SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 25TH day of JANUARY
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Weymouth J. Cleaver and Virginia G. Cleaver, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and found correct
To Mortgagee Mortgagee's Title
Feb 16 1954

FILED AND RECORDED JANUARY 26th 1954 at 10:30 A.M.
This Mortgage. Made this 25th day of January,
in the year Nineteen Hundred and Fifty -four, by and between

GEORGE W. LILLY and MARGUERITE JUNE LILLY, his wife,
of Allegany County, in the State of Maryland,
part ies of the first part, and THE FIRST NATIONAL BANK OF MOUNT SAVAGE,
MARYLAND, a national banking corporation, having its principal office
in Mount Savage,

of Allegany County, in the State of Maryland,
part Y of the second part, WITNESSETH:

Whereas, the parties of the first part are jointly and severally
firmly indebted unto the said party of the second part in the full and
just sum of NINE HUNDRED FORTY DOLLARS (\$950.00) together with interest
thereon at the rate of six per cent (6%) per annum, payable one year
after date, and which said sum of money together with the interest

thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said The First National Bank of Mount Savage, Maryland, its successors and assigns,

~~xxxxxx~~ the following property, to-wit:

All that lot or parcel of ground lying and being on the South side of the Mount Savage State Road and being in Allegany County, Maryland, near the Village of Mount Savage, and beginning for the same at a point on said road, it being the beginning of the property conveyed by Charles E. Emerick and wife to John A. Emerick by deed dated July 16, 1902, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 90, folio 524, said beginning being also the end of the third line of the property conveyed by David Brailer to George W. Lancaster by deed dated March 1, 1922 and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 141, folio 576, and running thence with the first line of said John A. Emerick deed, but reversing the third line of said Brailer deed, as corrected, South 29 degrees 00 minutes East 112-8/10 feet to the line of condemnation of the C. & P. R. R., and with

it North 55 degrees 45 minutes East 40-3/10 feet, thence North 29 degrees 00 minutes West 108-2/10 to the fourth and last line of the aforementioned deed from Charles E. Emerick to John A. Emerick, thence with the remaining part of said fourth line, South 62 degrees 00 minutes West 40 feet to the place of beginning.

IT BEING the same property conveyed by Earl Seese and wife to the parties of the first part by deed dated September 28, 1949, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 226, folio 449.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said
The First National Bank of Mount Savage, Maryland, its successors
~~xxxxxx~~ or assigns, the aforesaid sum of _____

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said The First National Bank of Mount Savage, Maryland, its successors and assigns,

~~xxxxxx~~ Matthew J. Mulleray, its
~~xxxxxx~~ duly constituted attorney or agent, are hereby authorized and empowered, at any

time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand Dollars (\$1,000.00)

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

Betty Blank
Betty Blank

George W. Lilly [SEAL]
George W. Lilly [SEAL]
Marguerite June Lilly [SEAL]
Marguerite June Lilly

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 25th day of January, in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

GEORGE W. LILLY and MARGUERITE JUNE LILLY, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared RAYMOND L. HIMELWRIGHT, Cashier of The First National Bank of Mount Savage, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and he further made oath in due form of law that he is the Cashier of said bank and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Betty Blank
Notary Public

Compared and Shilled
To Frostburg National Bank
Feb 16 54

FILED AND RECORDED JANUARY 26th 1954 at 2:20 P.M.
PURCHASE MONEY

This Mortgage, Made this 22nd day of January,
in the year Nineteen Hundred and fifty-four, by and between

EDWARD LESLIE KREIDER and SUSAN HOTT KREIDER, his wife,

of Allegany County, in the State of Maryland.

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, having its principal office in

xx Frostburg, Allegany County, in the State of Maryland.

part y of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said Frostburg National Bank, its successors and assigns, in the full and just sum of EIGHTY-FIVE HUNDRED - - - - - (\$8500.00) DOLLARS with interest from date at the rate of four and one-half (4-1/2) per centum per annum on the unpaid principal until paid, said principal and interest being payable at the Frostburg National Bank, Frostburg, Maryland, in 144 monthly installments of \$76.51, payable on the 22nd day of each and every month after the date hereof until the principal and interest aforesaid are fully paid, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part of even date and tenor herewith, which said indebtedness, together with the interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable. The parties of the first part shall have the privilege of paying off this indebtedness, together with interest as aforesaid to the date of said payment, at any time.

And the said parties of the first part covenant and agree to pay to the said party of the second part, in addition to the said payments above set forth, a sum equal to the premiums that will next become due and payable on policies of fire or other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (as estimated by the party of the second part) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held in trust by the party of the second part, for the payment of such premiums, taxes or assessments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part its successors and assigns, the following property, to-wit:

ALL that lot and parcel of land situated on the south side of Loo Street (now known as College Avenue) in the Town of Frostburg, Allegany County, State of Maryland, and known and distinguished as parts of Lots Nos. 3 and 4 of Block No. 10 of the Frost Heirs Addition to the Town of Frostburg, said lot or parcel of ground being described as a whole as follows, to-wit:

BEGINNING at a point on the south side of Loo Street (now known as College Avenue) in said Addition, situated North 39 degrees West of and distant 150 feet from the intersection of the south side of Loo Street with the west side of Water Street in said Addition, and running thence with the said Loo Street, North 39 degrees West 50 feet; thence South 51 degrees West 160 feet to an alley; thence with said alley, South 39 degrees East 50 feet and thence North 51 degrees East 160 feet to the beginning.

IT being the same property which was conveyed by Margaret C. Jones to Edward Leslie Kreider et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of

- - - - Eighty-five Hundred Dollars - - - - - (\$8500.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors, its executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-five Hundred - - - - (\$8500.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors, its executors, administrators and assigns, to the extent of its lien or claim hereunder, and to place such

policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

David R. Muecks

Edward Leslie Kreider [Seal]
EDWARD LESLIE KREIDER

David R. Muecks

Susan Hott Kreider [Seal]
SUSAN HOTT KREIDER

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 22nd day of January,
in the year nineteen hundred and fifty-four, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Edward Leslie Kreider and Susan Hott Kreider, his wife,

and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,

Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said F. Earl Kreitzburg further made oath that he is the Cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Paul M. Foss

Notary Public

FILED AND RECORDED JANUARY 28th 1954 at 2:45 P.M.

This Mortgage, Made this twenty-seventh day of

January in the year nineteen hundred and fifty-four, by and between

Alden Wayne Reed and Anna Louise Reed, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine,



as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Alden Wayne Reed and Anna Louise Reed, his wife,
stand indebted unto the said The Liberty Trust Company in the just and full sum of
Fifty-Four Hundred (\$5400.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on March 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Alden Wayne Reed and Anna Louise Reed, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground located in Election District No. 28, in Frostburg, Allegany County, Maryland, commonly known as Lot No. 1, in Block No. 17 in Beall's First Addition to the Town of Frostburg, and described as follows, to-wit:

BEGINNING for the same at a point on the West side of Main or Bowery Street bearing South 44 degrees West 297 feet from a stone marked "D.B." standing on the East side of Bowery or Main Street at the beginning of the Planing Mill Road, it being Lot No. 1, of Block No. 32 of said Addition, and running thence with said Main Street, South 36 degrees West 66 feet; thence North 54 degrees West 165 feet; thence North 36 degrees East 66 feet; thence South 54 degrees East 165 feet to the beginning; known as Lot No. 1 of Block No. 17 in Beall's First Addition to the Town of Frostburg.

It being the same property which was conveyed unto the said Mortgageors by Edward J. Ryan, et al, by deed dated the 30th day of July, 1952, and recorded in Liber No. 243, folio 221, one of the Land Records of Allegany County.

All that lot or parcel of land situated on the South side of West Main Street in the Town of Frostburg, Allegany County, Maryland, it being a part of that lot or parcel of land which was conveyed to Elizabeth Ann Rank by Jonathan Jenkins, et al, by deed dated May 14th 1913, and recorded in Liber 113, folio 210, one of the Land Records

of Allegany County, Maryland, and more particularly described as follows: (True meridian courses and horizontal distances being used throughout)

BEGINNING at a point on the South side of West Main Street, said point being at the end of a line drawn North 37 degrees 50 minutes West 66-36/100 feet from the intersection of the South side of West Main Street, with the West side of an alley 9 feet wide, said point is also at the end of the first line of that lot or parcel of land which was conveyed to William Offman by Henry Offman, et ux, by deed dated the 21st day of April, 1902, and recorded in Liber 91, folio 120, of the aforesaid Land Records, it being also the beginning of the whole lot conveyed to Elizabeth Ann Rank as aforesaid and running thence with the second line of the Offman Lot, South 56 degrees 22 minutes West 178-10/100 feet, as corrected, to the North side of West Mechanic Street and with said Street, North 34 degrees 25 minutes West 34-21/100 feet, thence lengthwise across the whole lot, North 55 degrees 13 minutes East 176-32/100 feet to West Main Street and with it, South 37 degrees 6 minutes East 37-79/100 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Henry Rank and Mary Yates, executors of the Estate of Elizabeth Ann Rank, deceased, by deed dated November 21, 1942, and recorded in Liber 194, folio 657, one of the Land Records of Allegany

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fifty-Four Hundred (\$5400.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fifty-Four Hundred (\$5400.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Alden Wayne Reed (SEAL)
Alden Wayne Reed

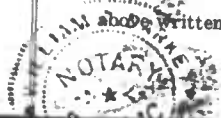
Anna Louise Reed (SEAL)
Anna Louise Reed

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 27th day of January in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Alden Wayne Reed and Anna Louise Reed, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



Chas. A. Piper
Notary Public

Compared and Made correct

To Mt. Airy

Feb 16 1954

FILED AND RECORDED JANUARY 26th 1954 at 9:30 A.M.
This Mortgage, Made this 11th day of January

in the year Nineteen Hundred and Fifty-four, by and between

Louis Waingold and Ann Waingold, his wife,

of Allegany County, in the State of Maryland

part of the first part, and Holzahn Realty Company of Cumberland,

a corporation duly incorporated under the laws of the State of Maryland,



of Allegany County, in the State of Maryland
part Y of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part in the full and just sum of SEVEN THOUSAND TWO HUNDRED AND FIFTY (\$7,250.00) DOLLARS, which said sum the said parties of the first part do hereby covenant and agree to repay unto the said party of the second part, its successors and assigns, in consecutive monthly installments of not less than One Hundred and Fifty (\$150.00) Dollars, together with interest thereon at the rate of five (5%) per cent. per annum, accounting from the date hereof; said installments to be due and payable on the 1st day of each and every month, beginning February 1, 1954.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

Party of the second part, its successors

and assigns, the following property, to-wit: All that lot, piece or parcel of land lying and being in Allegany County, Maryland, in the City of Cumberland, situated on the westerly side of Virginia Avenue, and more particularly described as follows:

BEGINNING for the same at the intersection of the westerly side of Virginia Avenue and the northerly side of Miller's Alley, and running thence with the northerly side of Miller's Alley, North forty-six degrees five minutes East twenty-eight and five-tenths feet to the end of the first line of a piece of ground conveyed by Martha Resaca Keller to Henry Hast by deed dated September 3, 1909, and recorded in Liber 105, folio 262, of the Land Records of Allegany County, Maryland, and running thence with the second line of said deed, South forty-three and five-tenths degrees West eight inches, thence South forty-six degrees twenty minutes East thirty-eight and five-tenths feet to the point distant four-tenths of a foot south-westwardly from the third line of the whole lot conveyed to the said Martha Resaca Keller by Henry W. Parker and wife by deed dated April 6, 1904 and recorded in Liber 95, folio 152, of said land records, thence South forty-six degrees fifty-five minutes East twenty-six and two-tenths feet to the end of the first line of the piece of ground conveyed by Henry Hast and wife to the said Martha Resaca Keller by deed dated November 10, 1909, and recorded in Liber 105, folio 402, of said land records, and running thence with the lines of said piece of ground, South forty-six degrees fifty-five minutes East forty-six and six-tenths feet to Virginia Avenue at the end of three-fourths of a foot on the fourth and last line of the lot conveyed to the said Henry Hast by Henry W. Parker and wife, by deed dated April 12, 1900 and recorded in Liber 37, folio 70, of said land records, and running thence with said Avenue, South thirty-four degrees fifty-five minutes West forty and seventy-five hundredths feet to the place of beginning.

BEING the same property that was conveyed to the said Louis Waingold and Ann Waingold, his wife, by Lena C. Deluca Belfours, et vir., by deed dated the 1st day of March, 1949 and recorded among said land records in Liber 225, folio 64.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors

or assigns, the aforesaid sum of

----- Seven thousand two hundred and fifty dollars -----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

and assigns, or Harold A. Naughton his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the

first part, their

heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or its

assigns, the improvements on the hereby mortgaged land to the amount of at least

-----Seven thousand two hundred and fifty----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire,

to inure to the benefit of the mortgagee, its successors or assigns, to the extent

of its or

their lien or claim hereunder, and to place such policy or

policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance

and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest:

Louis Waingold (SEAL)
Louis Waingold
Ann Waingold (SEAL)
Ann Waingold

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 11th day of January
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Louis Waingold and Ann Wainpold, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Charles G. Holzshu,
President of Holzshu Realty Company of Cumberland,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth; and the said Charles G. Holzshu
did further make oath that he is the President of the within named
mortgagee and duly authorized by it to make this affidavit.
WITNESS my hand and Notarial Seal the day and year aforesaid.

Charles G. Holzshu
Notary Public
My comm expires May 1, 1955

FILED AND RECORDED JANUARY 28th 1954 at 2:45 P.M.

This Mortgage, Made this 28th day of
January in the year nineteen hundred and fifty-four, by and between

Charles E. Foy and Gertrude V. Foy, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

Charles E. Foy and Gertrude V. Foy, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

One Thousand (\$1,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues.



at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Charles E. Foy and Gertrude V. Foy, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situate in the Village of Mount Savage, Allegany County, Maryland, and described as follows:

BEGINNING for the same 33 feet from an alley and from South corner of John McCosker's lot, then running with John McCosker's lot, North 68 degrees East 75 feet thence South 34 degrees East 93 feet to a stake in the road, thence South 52 degrees West towards an alley to the line of Fanny Grime's lot, 80 feet 6 inches, thence by a transverse line to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Norman F. Myers and wife, by deed dated the 4th day of October, 1945, and recorded in Liber No. 205, folio 438, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this Mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or

agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

One Thousand (\$1,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Charles E. Foy

Charles E. Foy (SEAL)

James M. Loxley

Gertrude V. Foy

Gertrude V. Foy (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 28th day of January in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Charles E. Foy and Gertrude V. Foy, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



James M. Loxley
Notary Public

Compared and Mailed *copy*
To *Earle C. C. City*
Jan 16 1954

LIBER 302 PAGE 402

FILED AND RECORDED JANUARY 28th 1954 at 2:10 P.M.

This Mortgage, Made this 26th day of January

in the year Nineteen Hundred and fifty-four

, by and between

-----EMMA MARTENS, WIDOW-----

of Allegany County, in the State of Maryland

party of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

xx Frostburg, Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, the said party of the first part is justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

TWO THOUSAND- - - - -00/100 DOLLARS (\$2,000.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the party of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said party of the first part hereby covenants to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said party of the first part does hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, and known and distinguished as Lot No. 64 in McCulloh's Addition to the Town of Frostburg, a plat of which Addition is of record among the Land Records of Allegany County, Maryland, in Liber No. 33, folio 531, said lot being more particularly described as follows:

BEGINNING for the same at a stake standing South Sixty-one degrees East forty feet from the end of the first line of Lot No. 61, and running thence South Sixty-one degrees East fifty-five feet and thence South Twenty-nine degrees West One Hundred Sixty-five feet to an alley, and with it North Sixty-one degrees West fifty-five feet to Green Street, and with it North Twenty-nine degrees East One Hundred Sixty-five feet to the place of beginning.

IT being the same property which was conveyed to Walter E. Martens and Emma Martens, his wife, by Herman Miller, attorney, by deed dated August 25, 1921, and recorded in Deeds Liber No. 137, folio 661, among the Land Records of Allegany County, Maryland, the said Walter E. Martens having departed this life and the title to said property being now vested by operation of law in the party of the first part herein.

Conveyer with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of

TWO THOUSAND- - - - -00/100 DOLLARS (\$2,000.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party y of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party y of the first part hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party y of the second part, its successors ~~and assigns, or~~

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party y of the first part, her heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said party y of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least TWO THOUSAND-----(\$2,000.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee its successors ~~or~~ assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Witness:

Robert M. Todd

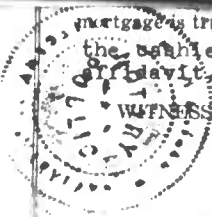
Emma Martens [Seal]
EMMA MARTENS

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 26th day of January
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

----- EMMA MARTENS, Widow -----

and her acknowledged the foregoing mortgage to be her
act and deed; and at the same time before me also personally appeared P. EARL KRITZBURG,
Cashier of the Frostburg National Bank,
the within named mortgagee and made oath in due form of law, that the consideration in said



Mortgage is true and bona fide as therein set forth, and further made oath that he is the holder of said Bank and duly authorized by it to make this

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ruth M. Zedd
Notary Public

Compared and *new*
To *Geo. H. Leger City*
Fla. 4 19 54

FILED AND RECORDED JANUARY 28th 1954 at 2:00 P.M.

This Mortgage, Made this 25TH day of JANUARY in the year Nineteen Hundred and fifty-four by and between

George Addison Zembower and Marien Middleton Zembower,
his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Two Hundred 00/100 - - - (\$3200.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-six 15/100 - - - (\$26.15) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of a certain lot or tract of land lying and being in the County of Allegany and State of Maryland on the Baltimore Pike 4 1/2 miles from Cumberland, Maryland, and being a part of the land that was conveyed to Rosalie Hendrickson from Thornton



Hendrickson by deed dated October 23rd, 1922, and recorded November 14, 1922, in Liber L.L.S. 141, folio 695, one of the Land Records of Allegany County, Maryland. This lot is bounded and described as follows:

BEGINNING at a stake by the Baltimore Pike, Mr. Grante corner, then South 64 degrees East 101 feet along the side of said pike to a stake, then leaving the pike South 40 degrees West 319 feet to a stake near a fence, then North 46 degrees West 101 feet to a post in Mr. Grants line, then with said line North 40 degrees East 289 feet to the beginning. Containing 113 square perches, be the same more or less, and the first parties reserve a right-of-way along Mr. Grants line for their property to go to the run or stream of water.

BEING the same property conveyed by Rosalie Hendrickson and Charles M. Hendrickson, her husband, to George A. Zembower and Marian Zembower, his wife, by deed dated the 11th day of June, 1931, and which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 166, folio 488.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the inter-

est thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leage, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Two Hundred 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Eleanor Lowry Wilkins

Eleanor Lowry Wilkins

George Addison Zembower [SEAL]
George Addison Zembower

Marian Middleton Zembower [SEAL]
Marian Middleton Zembower

STATE OF MARYLAND

COUNTY OF Montgomery to-wit:

I HEREBY CERTIFY, THAT on this 25th day of January 1954

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary

Public of the State of Maryland, in and for said County, personally appeared

George Addison Zembower and Marian Middleton Zembower, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Eleanor Lowry Wilkins
Eleanor Lowry Wilkins
NOTARY PUBLIC

STATE OF MARYLAND
ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, THAT on this 27th day of January in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George W. Lerge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Ernest L. Harrison
Ernest L. Harrison, Notary Public

FILED AND RECORDED JANUARY 28th 1954 at 2:00 P.M.

This Mortgage, Made this 27th day of JANUARY in the year Nineteen Hundred and fifty-four by and between

Walter H. Cutchall and Loree M. Cutchall, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Two Hundred 00/100 - - - (\$3200.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty 41/100 - - - (\$30.41) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being



at the southeasterly intersection of Howard Street and Second Avenue known and designated as Lots 115 and 116, Section C, in Cellulose City Addition, Cresaptown, Allegany County, Maryland, a plat of which said addition is recorded in Liber 1, folio 49, one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at the southeasterly intersection of Howard Street and Second Avenue, and running then with easterly side of Howard Street South 8 degrees East 50 feet, then North 82 degrees East 100 feet to the westerly side of an alley, then with said alley North 8 degrees West 50 feet to the southerly side of Second Avenue, and then with said Avenue South 82 degrees West 100 feet to the place of beginning.

BEING the same property which was conveyed unto the parties of the first part by deed of Beldian C. Ramsey and Elwanda J. Ramsey, his wife, dated August 5, 1953, which is recorded in Liber 253, folio 91, it also being the same property which was conveyed by quitclaim deed unto the parties of the first part by Andrew R. Douglas et ux dated December 11, 1953 which is recorded among the Land Records of Allegany County, Maryland in Liber No. 255, folio 305.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Leuge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Two Hundred 00/100 - - (\$3200.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

James L. Harrison

Walter H. Cutchall [SEAL]
Walter H. Cutchall

Loree M. Cutchall [SEAL]
Loree M. Cutchall

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 27th day of JANUARY
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Walter H. Cutchall and Loree M. Cutchall, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and Mailed *recd*
To *Mtge 5 Washington*
Feb 16 54

FILED AND RECORDED JANUARY 28th 1954 at 10:30 A.M.

PURCHASE MONEY
This Mortgage, Made this 26th day of January
in the year Nineteen Hundred and Fifty-four, by and between

Carlton Brinsfield and June H. Brinsfield, his wife, -----

of Baltimore City County, in the State of Maryland,
parties of the first part, and

Wylie M. Faw and Phyllis L. Faw, his wife, -----

of Allegany County, in the State of Maryland,
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are justly indebted
unto the parties of the second part in the full sum of Thirteen
Thousand Eight Hundred and Sixty-five Dollars (\$13,865.00), which

said principal sum, together with the interest thereon at the rate of four percentum (4%) per annum, shall become due and payable one (1) year from the date hereof, said indebtedness being the entire purchase money advanced by the parties of the second part to the parties of the first part in connection with their purchase of the property hereinafter described, and this being a purchase money mortgage to secure the same.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Carlton Brinsfield and June H.

Brinsfield, his wife, -----
do give, grant, bargain and sell, convey, release and confirm unto the said
Wyllie M. Faw and Phyllis L. Faw, his wife, ----- their

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of land situated, lying and being along the Southerly side of Bedford Street Extended, just southwest of the city limit line of the City of Cumberland, Allegany County, Maryland, and being Lot No. 27 of the sub-division of the Schlund property and which said lot Number 27 is described as follows, to wit:

BEGINNING for the same at the intersection of the southerly side of Bedford Street extended with the westerly side of a 40-foot wide street, said point of beginning being also distant 40-feet on a line drawn north 27 degrees west from the beginning of Lot No. 6 of aforesaid Schlund Addition, which said Lot No. 6 was conveyed to John F. Workmeister and wife by deed from Walter P. Schlund, et al., Executors, dated the 23rd day of April 1937, and recorded in Liber No. 177, folio 423, of the Land Records of Allegany County, and running thence with the southerly side of Bedford Street extended, south

59 degrees 25 minutes west 50 feet, thence parallel to the above mentioned 40-foot wide street south 27 degrees east 144.5 feet to the northerly side of a 15-foot alley and with it north 65 degrees 21 minutes east 50 feet to the westerly side of the above mentioned 40 foot wide street, thence with the westerly side thereof north 27 degrees west 150.4 feet to the place of beginning.

It being the same property which was conveyed to Fannie R. Wilson by Ross Skiles and Rosemary Skiles, his wife, by deed dated April 16, 1951, and recorded in Liber 233, folio 443, one of the Land Records of Allegany County.

It likewise being the same property which was conveyed to the parties of the first part hereof by Paul M. Fletcher, Committee of the person and estate of Fannie R. Wilson and Fannie R. Wilson, widow, by deed dated the _____ day of January, 1954, and intended to be recorded simultaneously with this mortgage among the Land Records of Allegany County, which mortgage is given to secure the purchase price thereof.

Together with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Carlton Brinsfield and June H. Brinsfield, his wife, / their
heirs, executors, administrators or assigns, do and shall pay to the said
Wyllie M. Faw and Phyllis L. Faw, his wife, their heirs -----
executor s, administrators or assigns, the aforesaid sum of _____

Thirteen Thousand Eight Hundred Sixty-five Dollars (\$13,865.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

Carlton Brinsfield and June H. Brinsfield, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes,

mortgage debt and interest thereon, the said Carlton Brinsfield and June H.

Brinsfield, his wife, -----
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said -----

Wyllie M. Faw and Phyllis L. Faw, his wife, their -----

heirs, executors, administrators and assigns, or William A. Gunter,
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Carlton Brinsfield

and June H. Brinsfield, his wife, their ----- heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their ----- representatives, heirs or assigns.

And the said Carlton Brinsfield and June H. Brinsfield,
his wife, ----- further covenant to

insure, forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their heirs or ----- assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirteen Thousand ----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their ----- heirs or assigns, to the extent of their ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest

Mary P. Kelly

Carlton Brinsfield
Carlton Brinsfield

[Seal]

June H. Brinsfield
June H. Brinsfield

[Seal]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 26th day of January

in the year nineteen hundred and Fifty-four, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Carlton Brinsfield and June H. Brinsfield, his wife, -----

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared

Wyllie M. Faw and Phyllis L. Faw, his wife, -----

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Mary P. Kelly

Notary Public

Conveyed and recorded
To Rush Lippitt City
Feb 24 1954

FILED AND RECORDED JANUARY 29th 1954 at 2:30 P.M.

PURCHASE MONEY

This Mortgage. Made this 28th day of JANUARY in the
year Nineteen Hundred and fifty-four by and between
Harold Hubbs, single

of Allegany County, in the State of Maryland, part Y of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Five Hundred 00/100 - - - (\$3500.00) - - Dollars, which said sum the mortgagors agrees to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-five 00/100 - - - (\$35.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground known and designated as Nos. 140-142 Independence Street, which is more particularly described as follows, to-wit:

BEGINNING for the same at a point in the center of a joint passageway on the South side of Independence Street, distant South 56 degrees 5 minutes East 35.5 feet from the Northwest corner of dwelling No. 146 Independence Street and running then South 56 degrees 5 minutes East 28.7 feet to the center of a 4.7 feet joint passageway, then with said passageway South 34 degrees 20 minutes West 87.85 feet to the South line of an 18 foot joint alley, then with said alley North 54 degrees 25 minutes West 28.7 feet, then North 34 degrees 20 minutes East 87 feet to the beginning.

Joint alley and passageway mentioned above to be kept open at all times for the use of property described and property adjoining.

Being the same property which was conveyed unto the party of the first part by deed of James T. DeMay and Marjorie DeMay, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the

recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that he will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred 00/100 - - - (\$3500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, does hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to refrain, commit or suffer no

waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Harris

Harold Hubbs [SEAL]
Harold Hubbs

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 28TH day of JANUARY

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Harold Hubbs, single

the said mortgagors herein and he acknowledged the foregoing mortgage to be his act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness, my hand and Notarial Seal the day and year aforesaid.

George L. Harris
Notary Public.

Compared and ~~recd~~ Delivered
To *Sec. of Leg. Act. City*
Feb 24 1954

LIBER 302 PAGE 416

FILED AND RECORDED JANUARY 29th 1954 at 2:30 P.M.

This Mortgage,

Made this 25th day of JANUARY in the
year Nineteen Hundred and fifty-four by and between

Harry C. Tucker and Ruth E. Tucker, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand Six Hundred Thirty-five 00/100 - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty-four 37/100 - - - - - (\$24.37) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of the following described real estate, situated and being in the Village of Cresaptown in Allegany County, Maryland, being known and described as Lot No. 5 of Amelle Acres, a plat of which Addition is recorded among the Land Records of Allegany County, Maryland, and particularly described as follows:

BEGINNING for the same at a post at the North edge of Harold Drive, said post standing North 30 degrees 30 minutes East 491.7 feet from the Northeast corner of the residence situated on Lot No. 2 as shown on the plat of Amelle Acres, said plat being found in the records of the Lazarus Realty Company and running then with said Drive South 11 degrees 50 minutes East 100 feet to a post; then leaving said Drive and running North 78 degrees 10 minutes East 200 feet to a stake intersecting the 13th and last line of deed conveying from Clyde M. James to Jennie R. Lazarus, as found in Liber No. 152, folio 615, one of the Land Records of Allegany County, Maryland, and running then with said property line North 3 degrees 15 minutes West 101.2 feet to a stake; then South 78 degrees 10 minutes West 216 feet to a stake on the North side of Harold Drive, the place of beginning.

Being the same property which was conveyed unto Harry C. Tucker, single, by deed of Lester J. McKenzie, widower, dated February 4, 1952 which is recorded among the Land Records of Allegeny County, Maryland in Liber No. 238, folio 149.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand Six Hundred Thirty-five 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Tucker

Harry C. Tucker [SEAL]
Harry C. Tucker
Ruth E. Tucker [SEAL]
Ruth E. Tucker

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 28th day of JANUARY
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Harry C. Tucker and Ruth E. Tucker, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and *seen* *delivered*
To *Mary City*
Feb 24 1954

FILED AND RECORDED JANUARY 30th 1954 at 9:00 A.M.

This Mortgage, Made this *29th* day of
January in the year nineteen hundred and fifty-four, by and between

Walter B. Layton and Esther E. Layton, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

Walter B. Layton and Esther E. Layton, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
One Thousand (\$1,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on March 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Walter B. Layton and Esther E. Layton, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those two lots designated as Lots Numbers 7 and 8 of the
Cumberland Park Addition, in Allegany County, Maryland as shown on
the Plat of said Cumberland Park Addition, said Plat being recorded
among the Land Records of Allegany County, Maryland, in Plat Case
Box No. 94, and which Lots Nos. 7 and 8 are more particularly des-
cribed in one parcel as follows:

BEGINNING for the same at a stake on the Northerly side of
Clement Street distant 150 feet from the Northwestern corner of the
intersection of Clement Street and Virginia Avenue, and with said
Northerly side of said Clement Street, North 52 degrees 0 minutes
West 50 feet, thence North 38 degrees 0 minutes East 100 feet, thence
South 52 degrees 0 minutes East 50 feet, thence South 38 degrees 0
minutes West 100 feet to the place of beginning.

It being the same property which was conveyed unto the said
Mortgagors by Cecil V. Davis and wife, by deed dated September 23,
1948, and recorded in Liber No. 222, folio 380, one of the Land
Records of Allegany County.



TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) - - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property, without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

One Thousand (\$1,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Walter B. Layton (SEAL)
Walter B. Layton

Esther E. Layton (SEAL)
Esther E. Layton

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 29th day of January in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Walter B. Layton and Esther E. Layton, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said mortgagee and duly authorized by it to make this affidavit.

Witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Brooks
Notary Public

FILED AND RECORDED FEBRUARY 1st 1954 at 8:10 A.M.

This Mortgage, Made this 29th day of JANUARY in the year Nineteen Hundred and fifty-four by and between

Ernest Valentine and Virginia R. Valentine, his wife,

of Allegany County, in the State of Maryland, part of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Five Hundred 00/100 - - (\$3500.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Fifty 00/100 - - (\$50.00) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said



Handwritten note:
This is a copy of the original mortgage
filed in the office of the
Recorder of Deeds, Allegany County,
Maryland, on February 1, 1954.

principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground situate, lying and being on Arch Street in the City of Cumberland, Allegany County, Maryland, and known and designated as Lot No. 115 as shown on the plat of South Side Addition to Cumberland, aforesaid, which property is particularly described as follows:

Lot. No. 115: Beginning at the end of the first line of Lot No. 114 and running then with Arch Street, South 18 degrees 34 minutes West 40 feet then South 71 degrees 26 minutes East 100 feet to Hattie Alley, and with that alley North 18 degrees 34 minutes East 40 feet to the end of the second line of Lot No. 114, then reversing said second line North 71 degrees 26 minutes West 100 feet to the beginning.

Being the same property which was conveyed by Lillian W. Martin, widow and others to Ernest W. Valentine and Virginia R. Valentine, his wife, by deed dated the 23rd day of December, 1946 and which is recorded among the Land Records of Allegany County, Maryland in Liber 213, folio 185.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their

heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Five Hundred 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

James L. H. [Signature]
[Signature]

Ernest Valentine [SEAL]
Ernest Valentine
Virginia R. Valentine [SEAL]
Virginia R. Valentine
[SEAL]
[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 29th day of January
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Ernest Valentine and Virginia R. Valentine, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Ernest Valentine
Notary Public.

Compared and Mailed Jan 5

To Mtge City
Feb 2nd 54

FILED AND RECORDED JANUARY 30th 1954 at 10:25 A.M.

This Mortgage, Made this 29th day of January
in the year Nineteen Hundred and Fifty -Four, by and between
Hezekiah Hahn, Jr. and Eloise Margaret Hahn, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said Hezekiah Hahn, Jr. and Eloise Margaret Hahn,
his wife,
stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of Six Thousand and Five Hundred
Dollars (\$ 6500.00), to be paid with interest at the rate of six per cent (6 %) per
annum, to be computed monthly on unpaid balances, in payments of at least
Thirty-Five Dollars (\$ 35.00) per month plus interest; the first of said monthly



payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Hezekiah Hahn, Jr. and Eloise

Margaret Hahn, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit: All that lot, piece or parcel of land situated on the westerly side of Utah Avenue (formerly Virginia Street), in the Mapleside Addition in the City of Cumberland, Allegany County, Maryland, known and designated as Lot Number 107 on the plat of "Mapleside" as it is recorded in Judgment Liber 22, Folio 553, among the Land Records of Allegany County, Maryland, which is more particularly described as follows, to wit:

BEGINNING for the same on the Westerly side of Utah Avenue, (formerly Virginia Street) at the end of the first line of Lot No. 106 in said Mapleside Addition, and running thence with said side of Utah Avenue, South 10 degrees 10 minutes West 50 feet to the Northerly side of Sanford Street; thence with the Northerly side of Sanford Street, North 79 degrees 50 minutes West 100 feet to the Easterly side of an alley; thence with said side of said alley, North 10 degrees 10 minutes East 50 feet to the end of the second line of

said Lot No. 106 in said Addition; thence reversing said second line, South 79 degrees 50 minutes East 100 feet to the place of beginning.

It being part of the same property which was conveyed to Hezekiah Hahn, Jr. and Eloise Margaret Hahn, his wife, by Frank L. Hausman and Mary J. Hausman, his wife, by deed dated March 12, 1947, and recorded in Liber 214, Folio 37, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Hezekiah Hahn, Jr. and Eloise Margaret Hahn, his wife, ^{their} heirs, executors, administrators or assigns, do and shall pay to the said

CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Six Thousand and Five Hundred Dollars (\$ 6500.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Hezekiah Hahn, Jr. and Eloise Margaret Hahn, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Hezekiah Hahn, Jr. and Eloise

Margaret Hahn, his wife,

herby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

F. Brooke Whiting

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-

berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Hezekiah Hahn, Jr. and Eloise Margaret Hahn, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Hezekiah Hahn, Jr. and Eloise Margaret Hahn, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Six Thousand and Five Hundred-----Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

Earlyn G O'Donnell

Hezekiah Hahn, Jr. [SEAL]
Hezekiah Hahn, Jr.

Eloise Margaret Hahn [SEAL]
Eloise Margaret Hahn

[SEAL]

My Commission Expires May 2, 1954

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 29th day of January in the year nineteen Hundred and Fifty -Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Hezekiah Hahn, Jr. and Eloise Margaret Hahn, his wife,

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared

Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Earlyn G O'Donnell
Notary Public.

Compared and Made correct
 To Roll Me D. Bruce Atty City
 Feb 24 1954

FILED AND RECORDED FEBRUARY 1st 1954 at 1:35 P.M.

This Mortgage, Made this 30th day of January

in the year Nineteen Hundred and Fifty-Four _____, by and between

Earl R. Downs and Marion E. Downs, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

Cumberland B & O Employees Federal Credit Union, a cooperative
 association organized and doing business under the provisions of
 The Federal Credit Union Act,
 xx Cumtucke & Sons

party _____ of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly indebted unto the party of the second part in the full sum of TWENTY-SIX HUNDRED THIRTY-EIGHT DOLLARS AND FIFTY-SIX CENTS (\$2,638.56) which was this day advanced by the party of the second part to the parties of the first part, the receipt of which is hereby acknowledged by the said parties of the first part, and

WHEREAS, the aforesaid sum of twenty-six hundred thirty-eight dollars and fifty-six cents (\$2,638.56), with interest at the rate of one (1%) per centum per month on monthly balances, is payable by the parties of the first part to the party of the second part in thirty-five (35) monthly payments of seventy-three dollars and twenty-nine cents (\$73.29) each, and one installment of seventy-three dollars and forty-four cents (\$73.44), on account of interest and principal, beginning the 1st day of March, 1954, and continuing on the same day of each and every month thereafter until the principal sum and interest are fully paid, the said monthly payments to be applied first to the payment of interest and, secondly, to the payment of principal of the mortgage indebtedness.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do hereby give, grant, bargain and sell, convey, release and confirm unto the said the said party of the second part, its successors

and assigns, the following property, to-wit:

FIRST: All that lot or parcel of ground situated, lying and being in Allegany County, Maryland, known and distinguished as Lot No. 1 on a Plat of Brotemarkle's Second Addition to Cumberland, Maryland, recorded in Plat Case, Box No. 96, of said County, and more particularly described as follows, to-wit:

Beginning at a point on Sunset Avenue where said Addition joins with the lot shown on said Plat under the name of A. H. Shireliff, and running with said Sunset Avenue, North 8 degrees 30 minutes East 50 feet; thence North 80 degrees 34 minutes West 323.25 feet; thence South 8 degrees 10 minutes West 41.1 feet; thence South 79 degrees East 322.5 feet to the place of beginning.

Said Brotemarkle's Second Addition is a sub-division of Lot No. 6



on a Plat of the Second Addition of Brotemarkle Plan which Plat is recorded in Plat Case, Box No. 108.

SECOND: All those two lots or parcels of ground situated in Brotemarkle's Second Addition (Amended) to the City of Cumberland, in Allegany County, Maryland, known and designated as Lots Nos. 2 and 2A on the Plat of said Addition, and particularly described as follows:

Lot No. 2: Beginning for the same at a peg on the West side of Sunrise Avenue at the Northeast corner of Lot No. 1 of said Addition, and running thence with said side of said Avenue, North 8 degrees 30 minutes East 50 feet; then North 82 degrees 8 minutes West 135 feet to the East side of Greendale Avenue; then with said side of said Avenue, South 8 degrees 30 minutes West 46-31/100 feet to the Northwesterly corner of Lot No. 1 of said Addition; then with the Northerly side of said Lot No. 1, South 80 degrees 34 minutes East 135-2/100 feet to the place of beginning.

Lot No. 2A: Beginning for the same on the Westerly side of Greendale Avenue at a point distant North 80 degrees 34 minutes West 25-2/100 feet from the end of the third line of Lot No. 2 of said Addition, and running thence with the Westerly side of Greendale Avenue, North 8 degrees 30 minutes East 45-63/100 feet; then North 82 degrees 8 minutes West 164 feet; then South 8 degrees 10 minutes West 41-1/10 feet to intersect a line drawn North 80 degrees 34 minutes West from the place of beginning; then with said intersecting line reversed, South 80 degrees 34 minutes East 163-23/100 feet to the place of beginning.

BEING the same property conveyed by Clifford F. Long et ux. to the parties of the first part by deed dated July 23, 1946, and recorded in Liber No. 210, folio 241, among the Land Records of Allegany County, Md.

NOW, THEREFORE, FURTHER WITNESSETH:

That this mortgage shall secure such future advances, made at the option of the mortgagee, prior to the full payment of the mortgage debt, provided for by Article 66, Section 2, of the 1951 edition of The Annotated Code of the Public General Laws of Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of twenty-six hundred thirty-eight dollars and fifty-six cents (\$2,638.56),

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

~~XXXXXXXXXXXXXXXXXXXX~~ and assigns, or Robert MacDonald Bruce, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty

days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said parties of the first part do hereby

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty six hundred thirty-eight & 56/100-----Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors and assigns, to the extent of its or his, her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors the day and year first above written.

Attest:

Earl R. Downs

Earl R. Downs
EARL R. DOWNS

[SEAL]

Marion E. Downs

Marion E. Downs
MARION E. DOWNS

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 30th day of January

in the year nineteen Hundred and Fifty-Four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Earl R. Downs and Marion E. Downs, his wife,

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared

Herman M. Heller, Vice-President of the Cumberland B & O Employees Federal Credit Union, the within named mortgagee, and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth; and the said Herman M. Heller in the same manner made oath that he is Vice-President and Agent of said mortgagee association and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl R. Downs

Notary Public.

Compared and Verified & Delivered

To *Mt. City*

Feb 24 1954

LIBER 302 PAGE 430

FILED AND RECORDED FEBRUARY 2nd 1954 at 2:20 P.M.

This Mortgage,

Made this

day of

February
January

in the year nineteen hundred and fifty-four

, by and between

G. Wyatt Brenaman and E. Maythorne A. Brenaman, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,
Witnesseth:

Whereas, the said

G. Wyatt Brenaman and E. Maythorne A. Brenaman, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Six Thousand (\$6,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on March 31, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR
THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PUR-
CHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

G. Wyatt Brenaman and E. Maythorne A. Brenaman, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground lying and being in
Allegany County, Maryland, situated in the City of Cumberland, and
known and distinguished as Lot No. 63, as shown on the "Amended Plat
of properties of the Cumberland Homes Company, Inc., Kelly-Spring-
field Tire Company, et al.," dated September 15, 1923 and recorded
among the Land Records of Allegany County, Maryland, in Plat Box No.
84.

It being the same property which was conveyed unto the said
Mortgagors by Kathryn Fritch Vargo, et al, by deed dated the 22 day
of January, 1954, and to be duly filed for record among the Land
Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
Six Thousand (\$6,000.00) - - - Dollars, together with the interest thereon when
and as the same becomes due and payable, and in the meantime does and shall perform all the
covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
shall, except by reason of death, cease to own, transfer or dispose of the within described property
without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof,
future advances made at the Mortgagee's option, prior to the full pay-
ment of the mortgage debt, but not to exceed in the aggregate the sum
of Five Hundred (\$500.00) Dollars, nor to be made in an amount which

would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Six Thousand (\$6,000.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James M. Asley

G. Wyatt Brenaman (SEAL)
G. Wyatt Brenaman

E. Maythorne A. Brenaman (SEAL)
E. Maythorne A. Brenaman

E. Maythorne H. Brenaman

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 1st day of February in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

G. Wyatt Brenaman and E. Maythorne A. Brenaman, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form

of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Loeber
Notary Public

Compared and Mailed *Receivd*

To *Mt. City*
Feb 24 19 *54*

FILED AND RECORDED FEBRUARY 2nd 1954 at 1:20 P.M.

THIS MORTGAGE, Made this 1st day of *January*, 1954, by and between RAYMOND E. BEEMAN and ANN G. BEEMAN, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Eight Thousand Two Hundred (\$8,200.00) Dollars, with interest from date at the rate of four per cent (4%) per annum, which said sum is part of the purchase price of the property hereinafter described, and this mortgage is hereby declared to be a Purchase Money Mortgage, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Sixty Dollars and Sixty Six Cents (\$60.66) on account of interest and principal, beginning on the 1st day of *March*, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred Dollars (\$500.00) and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying the cost of any repairs, alterations, or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

PARCEL NO. ONE: ALL that lot, parcel, or piece of ground known as Lot No. 15 as shown on the plat of the Dilfer Farms Addition to Cumberland, Maryland, recorded in Plat Box No. 166 in the Office of the Clerk of the Court of Allegany County, Maryland, and said lot is more particularly described as follows, to-wit:

BEGINNING for said lot at a point on the Northerly side of Piedmont Avenue, distant South 36 degrees 37 minutes West 262.81 feet, South 25 degrees 42 minutes West 50 feet from the intersection of the Westerly side of Trost Avenue with the Northerly side of Piedmont Avenue, said point of beginning being also the end of the fifth line in the deed from J. Walter Dilfer, et ux, to Leon M. Coleman et ux, dated the 9th day of January, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 206, folio 629; and running with said fifth line reversed, North 45 degrees West 232.55 feet; thence South 39 degrees 20 minutes West 47.42 feet to the dividing line between Lots Nos. 14 and 15; and with said dividing line, South 45 degrees East 245.10 feet to the Northerly side of Piedmont Avenue; thence with the Northerly side of Piedmont Avenue, North 25 degrees 42 minutes East 50 feet to the place of beginning.

PARCEL NO. TWO: ALL that lot, piece, or parcel of land situate, lying and being in Allegany County, Maryland, and being known as Lot No. 14 of the Dilfer Farms Addition to Cumberland, Allegany County, Maryland, a plat of which Addition is recorded

among the Land Records of Allegany County, Maryland, in Plat Box 166, and which said lot is more particularly described by courses and distances as follows, to-wit:

BEGINNING for the same at a point on the Northerly side of Piedmont Avenue where it is intersected by the division line between Lots Nos. 14 and 15 of said Addition; and running thence with said division line, North 45 degrees 00 minutes West 245.10 feet; thence South 39 degrees 20 minutes West 47.42 feet to the division line between Lots 14 and 13 of said Addition; and thence with said division line, South 45 degrees 00 minutes East 257.65 feet to Piedmont Avenue; and thence with the North side of Piedmont Avenue, North 25 degrees 42 minutes East 50 feet to the place of beginning.

It being the same property conveyed in a deed of even date herewith by W. Edward Solomon and Eleanor K. Solomon, his wife, to the said Raymond E. Beeman and Ann G. Beeman, his wife, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Eight Thousand Two Hundred (\$8,200.00) Dollars, together with the interest thereon in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same,

together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Eight Thousand Two Hundred (\$8,200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgage, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith

in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Raymond E. Beeman (SEAL)
Raymond E. Beeman

H. C. Sandier

Ann G. Beeman (SEAL)
Ann G. Beeman

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 1st day of February, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared RAYMOND E. BEEMAN and ANN G. BEEMAN, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



Wazel H. Odes

Notary Public

My Commission expires May 2, 1955

Compared and Corrected &
To Mtgee City
Feb 2, 1954

FILED AND RECORDED FEBRUARY 2nd 1954 at 2:20 P.M.

VA Form 4-6318 (Home Loan)
April 1961. Use optional.
Servicemen's Readjustment Act
(38 U. S. C. A. 664 (a)). Ac-
ceptable to RFO Mortgage Co.

MARYLAND

MORTGAGE

THIS MORTGAGE, made this 1st day of February, A. D. 1954, by

William B. Kelley and Alice P. Kelley, his wife,
of Allegany County
called the Mortgagor, and
The Liberty Trust Company,
a corporation organized and existing under the laws of the State of Maryland,
hereinafter called the Mortgagee.

WHEREAS, the Mortgagor, ~~being a member of the Mortgagee~~, is justly indebted to the Mortgagee for a loan contemporaneous herewith, evidenced by a promissory note of even date herewith, in the principal sum of Seventy-Five Hundred (\$7500.00) Dollars (\$ 7500.00), being part of the purchase money for the property hereinafter described, with interest from date at the rate of Four & One-Half - - - per centum (4 1/2 %) per annum until paid, principal and interest being payable at the office of The Liberty Trust Company, in Cumberland - - - - - Maryland, or at such other place as the holder hereof may designate in writing delivered or mailed to the Mortgagor, in monthly installments of Fifty-Seven and 38/100 - - - - - Dollars (\$ 57.38), commencing on the first day of March 1, 1954, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of February, 1969. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or one hundred dollars (\$100), whichever is less.

AND WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

AND WHEREAS, it was a condition precedent to the making of the aforesaid loan that the repayment thereof, with interest, should be secured by the execution of these presents.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, That in consideration of the premises and the sum of One Dollar (\$1) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby grant, convey, and assign unto the Mortgagee, its successors and assigns, all the following described property in Allegany County - - - - - , in the State of Maryland, to wit:

All that lot or parcel of ground situated on the South side of Greene Street, it being part of Lots numbered 2 and 3 of Block No. 1 of Ridgedale Addition, a plat of the said Addition having been recorded in Plat Box No. 103 of the Land Records of Allegany County, in the City of Cumberland, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron stake set on the South side of Greene Street, said stake being also South 78 degrees and 16 minutes East, 128 feet from the point of intersection of the Southeast side of McKinley Avenue and the South side of Greene Street, and running thence with the South side of Green Street (True Bearings and Horizontal Measurements) South 78 degrees and 16 minutes East 25 feet to an iron stake, thence leaving the said South side of Greene Street at a right angle, South 11 degrees and 44 minutes West 90 feet to a locust stake standing on the North side of a 10-foot alley, thence with the said North side of the 10-foot alley, North 78 degrees and 16 minutes West 25 feet to a locust stake, thence leaving the said North side of the 10-foot alley, North 11 degrees and 44 minutes East 90 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Joseph A. Rohman, widower, by deed dated the 1st day of January, 1954, and to be duly filed for record among the Land Records of Allegany County.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREINDESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

* Delete italicized words if Mortgage is not a building and loan association.

TOGETHER with all buildings and improvements now and hereafter on said land, and the rights and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits of the above described property, (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); and all fixtures now or hereafter attached to or used in connection with the premises herein described ~~and in addition to the following described hereunder~~ To HAVE AND TO HOLD the above described property and improvements unto the said Mortgagee, its successors and assigns, forever in fee simple.

PROVIDED, That this conveyance shall be null and void upon the performance of all conditions and stipulations mentioned herein and upon the full payment of the principal debt secured hereby, and the interest thereon, and all moneys advanced or expended, and all other proper costs, charges, commissions and expenses as herein provided. When this mortgage shall have been fully paid off in accordance with its terms and tenor, it will be duly released by the Mortgagee at the request and expense of the Mortgagor, but in the event of default in the payment of any installment of principal or interest as above provided (it being agreed that the default shall exist only if not made good prior to the due date of the next such installment), or if there be a default in any of the conditions, stipulations or covenants of this mortgage, then the Mortgagee may exercise the option of treating the remainder of the mortgage debt hereby secured due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

The Mortgagor, in order more fully to protect the security of this mortgage, covenants and agrees as follows:

1. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the mortgage note hereby secured, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid the following sums:

- (a) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee, and of which the Mortgagor is notified) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments.
- (b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the note secured hereby, shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (I) ground rents, if any, taxes, special assessments, fire and other hazard-insurance premiums;
 - (II) interest on the indebtedness secured hereby; and
 - (III) amortization of the principal of said indebtedness.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagor agrees to pay a "late charge" not to exceed an amount equal to four per centum (4%) of any installment which is not paid within fifteen (15) days of the due date thereof, to cover the extra expense involved in handling delinquent payments.

2. If the total of the payments made by the Mortgagor under (a) of paragraph 1 preceding shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, assessments, or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the Mortgagor for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency. Such payments shall be made within thirty (30) days after written notice from the Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment for the entire indebtedness, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any credit balance remaining under the provisions of (a) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the amount then remaining to credit of Mortgagor under (a) of paragraph 1 preceding, as a credit on the interest accrued and unpaid and the balance to the principal then remaining unpaid on the mortgage debt.

3. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

4. He will pay all taxes, assessments, water rates and other governmental or municipal charges, fines or impositions, and ground rents for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the Mortgagee. In default of such payment by the Mortgagor, the Mortgagee may pay the same, and any sum or sums so paid by the Mortgagee shall be added to the mortgage debt hereby secured, shall be payable thirty (30) days after demand, shall bear interest at the rate of four per centum (4%) per annum from date of payment and shall be secured by this mortgage.

5. Upon the request of the Mortgagee the Mortgagor shall execute and deliver a supplemental note or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, improvement, maintenance, or repair of said premises, for taxes or assessments against the same and for any other purpose authorized hereunder. Said note or notes shall be secured hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum and shall be payable in approximately equal monthly payments for such period as may be agreed upon by the creditor and debtor. Failing to agree on the maturity, the sum or sums so advanced shall be due and payable 30 days after demand by the creditor. In no event shall the maturity extend beyond the ultimate maturity of the note first described above.

6. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

7. He will continuously maintain hazard insurance, of such type or types and amounts as the Mortgagee may from time to time require, on the improvements now or hereafter on said premises, and except when payment for all such premiums has theretofore been made under (a) of paragraph 1 hereof, will pay promptly when due any premiums therefor. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage, or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

8. Upon a default in any of the covenants or conditions of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt. Until there is a default under this mortgage the Mortgagor shall have the right to possession of the said property.

9. He specially warrants the property herein mortgaged, and he will execute such further assurances thereof as may be required.

If there is a default in any of the terms, conditions, or covenants of this mortgage, then the whole of the mortgage debt remaining unpaid, together with accrued interest thereon, shall, at the option of the Mortgagee, be deemed due and payable forthwith. AND the Mortgagor consents that a decree may be passed for the sale of said property (the sale to take place after a default under this mortgage shall have continued for Sixty (60) days) and the said Mortgagor hereby authorizes and directs the said Mortgagee, its successors or assigns, or George R. Hughes, its duly authorized attorney, after default shall have been made as aforesaid, in any of the conditions of this mortgage, to sell the hereby mortgaged premises, and any such sale whether under the above assent to a decree or under the above power of sale, shall be under the provisions of Article LXVI of the Public General Laws of Maryland, or under any other general or local law of the State of Maryland, relating thereto, or any supplement, amendment, or

addition thereto. Upon any sale of said property under this mortgage, whether under the above assent to a decree or under the above power of sale, the proceeds of sale shall be applied as follows, to wit: first, to the payment of all expenses incident to said sale, including a counsel fee of Fifty (\$50.00) Dollars for conducting the proceedings; and also a commission to the party making said sale equal to the commission allowed trustees for making sales of property under decree of a court of equity in Maryland; second, to the payment of all claims of the Mortgagee, its successors or assigns hereunder, whether or not the same shall have then matured; third, to the reimbursement of the Veterans Administration for any sums paid by it on account of the guaranty or insurance of the indebtedness secured hereby; and fourth, the balance, if any, to the said Mortgagors, their heirs, or personal representatives or assigns.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties, and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

WITNESS the signature(s) and seal(s) of the Mortgagor(s) on the day and year first above written.

Witness:

Glen Watson
Glen Watson

William B. Kelley [SEAL]
Alice P. Kelley [SEAL]
[SEAL]
[SEAL]

STATE OF MARYLAND, COUNTY OF ALLEGANY. to wit:

I HEREBY CERTIFY, That on this 1st day of January, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared William B. Kelley and Alice P. Kelley, his wife, the above named Mortgagors, and each acknowledged the foregoing mortgage to be their respective act.

At the same time also personally appeared Charles A. Piper the President of the within body corporate, Mortgagee, and made oath in due form of law that the consideration of said mortgage is true and bona fide as therein set forth; and also made oath that he is the agent of the Mortgagee and is duly authorized to make this affidavit.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

Glen Watson
Notary Public.



Compared and Mailed *locally*
To *Mtgee Frostburg Md*
Feb 24 54

LIBER 302 PAGE 449

FILED AND RECORDED FEBRUARY 3rd 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 1st day of February, 1954, by and between Samuel T. WALKER and Rena P. WALKER, his wife, of Frostburg, Allegany County, in the State of Maryland, Mortgagor^s, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor^s ARE justly indebted unto the Mortgagee in the full and just sum of One Thousand (\$1,000.00) which is to be repaid in consecutive monthly installments of \$50.00 each, beginning one month from the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor^s do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in Election District No. 12 of Frostburg, Allegany County, Md., known as Maple Street, Frostburg, Md.

W. Stanley & Margaret LOUSION and more fully described in a Deed from Wm. Stanley & Margaret LOUSION dated July 21, 1957 recorded among Land Records of Allegany County, Maryland, Liber 156, Folio 122, Nov. 7, 1939.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor^s their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor^s may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor^s hereby covenant to pay when legally demandable.

AND, the said Mortgagor^s further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagor^s their heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagor^s their representatives, heirs or assigns.

WITNESS our hand and seal

ATTEST:

Ralph M. Race
Ralph M. Race



Samuel T. Walker (SEAL)
Samuel T. Walker

(SEAL)

Rena P. Walker (SEAL)
Rena P. Walker

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 1st day of February, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Samuel T. WALKER & Rena P. WALKER, his wife,

the Mortgagor^s named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act. At the same time also appeared WILLIAM B. YATES, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide.

WITNESS my hand and Notarial Seal.



Ralph M. Race
Notary Public
Ralph M. Race

For value received, The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, does hereby release the within and foregoing mortgage.
Witness the hand of its President, duly attested by its Secretary with its corporate seal duly affixed at Frostburg, Md., this 10th day of March, 1954.
(Corporate Seal)
Test: *Ralph M. Race* Secretary
Wm. B. Yates (Seal) The President
3-11-54



FILED AND RECORDED FEBRUARY 4th 1954 at 8:30 A.M.

This Mortgage, Made this 3rd day of February,
in the year Nineteen Hundred and Fifty Four, by and between
Dorothy A. White and John R. White, Jr., her husband, hereinafter called
Mortgagors, which expression shall include their heirs, personal repre-
sentatives, where the context so admits or requires,
of Allegany County, in the State of Maryland
parties of the first part, and THE NATIONAL BANK OF KEYSER, W.Va. a corpo-
ration, hereinafter called Mortgagee, which expression shall include
its personal representatives, successors and assigns, where the context
so admits or requires,
of Mineral County, in the State of West Virginia
part Y of the second part, WITNESSETH:

Whereas, The said Mortgagors now stand indebted unto the said
Mortgagee in the full and just sum of SEVEN HUNDRED EIGHT DOLLARS
and Fifty Cents (\$708.50), as evidenced by their installment note of
even date herewith, payable in seventeen (17) monthly installments of
\$39.30 each and one installment of \$39.40, one of which is due on
the 3rd day of each succeeding month hereafter until the entire
principal sum has been paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said Dorothy A. White and John R. White, Jr.,

do give, grant, bargain and sell, convey, release and confirm unto the said, The
National Bank of Keyser, West Virginia, a corporation, its
successors and assigns,
~~do hereby assign,~~ the following property, to-wit:

All of the following described
real estate situated and located in Allegany County, Maryland, near the
town of Midland, to-wit:

All of that tract of land known as the Village
Mining Lot located on the Vale Summit Road in Allegany County,
Maryland, beginning for the same at a point on the said County Road
at the end of the first line of all that lot or parcel of ground

conveyed by Christopher Roberts and wife, to Thomas Fair and wife, by deed dated October 17, 1890, and running thence with said County Road North thirty four degrees East two hundred and thirty (230) feet; thence North thirty six degrees East six and seven tenths feet; thence South eighty eight degrees West two hundred and fifty two feet to the middle of Neff's Run, thence South twenty one degrees twenty minutes West one hundred and sixty five feet, thence South eighty degrees East one hundred and eighty eight feet to the place of beginning.

SAVING, AND EXCEPTING, HOWEVER, from the aforesaid property all that part thereof which was conveyed by Thomas Murphy and wife to Thomas Fair and wife by deed dated August 18, 1892, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 72 Folio 436,

SUBJECT HOWEVER, to that certain agreement between the said parties of the first part herein with the Potomac Edison Co., for pole rights, dated July 3, 1952, and recorded in Liber 243, Folio 32, among the Land Records of Allegany County, Maryland.

Being the same real estate conveyed to Dorothy A. White by deed from Burl L. Seorist and Grace Seorist, his wife, dated the 15th day of October, 1952 and recorded in Liber 245, folio 238, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Dorothy A. White and John R. White, Jr.,
their heirs, executors, administrators or assigns, do and shall pay to the said
The National Bank of Keyser, West Virginia, a corporation, its
successors or
~~executors, administrators or assigns,~~ the aforesaid sum of Seven Hundred Eighty
Dollars and Fifty cents (\$708.50) in manner and form as herein-
before provided, and the monthly payments as herein set forth.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
Dorothy A. White and John R. White, Jr., their heirs, personal
representatives or assigns,
may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Dorothy A. White and John R. White, Jr.,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said
The National Bank of Keyser, West Virginia, a corporation, its

personal representatives, successors, ~~heirs or assigns~~ and assigns, or his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Dorothy A. White and John R. White, Jr., their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. their representatives, heirs or assigns.

And the said Dorothy A. White and John R. White, Jr., her husband,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Hundred Eight and 50/100,- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors ~~heirs or assigns~~, to the extent of its ~~unpaid~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor



P. J. Davis
P. J. Davis

Dorothy A. White [SEAL]
Dorothy A. White
John R. White, Jr. [SEAL]
John R. White, Jr.,

THE NATIONAL BANK OF KEYSER, W. VA. a corporation. [SEAL]

BY *Joseph E. Patchett*
Joseph E. Patchett, its President.

Maryland
State of ~~DELAWARE~~,
Mineral
~~DELAWARE~~ County, to-wit:

I hereby certify. That on this 3rd day of February in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Dorothy A. White and John R. White, Jr., her husband, whose names are signed to the writing hereto, and being the within named mortgagors,

and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Joseph E. Patchett, President of The National Bank of Keyser, W. Va., a corporation,

the within named mortgagee, and made oath in due form of law, that the consideration in said

is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission expires Apr 5, 1957



P. J. Davis
Notary Public.

Compared and *new* D. B. Board C
To *Res. St. Legge Atty City*
Feb 24 1954

FILED AND RECORDED FEBRUARY 4th 1954 at 1:30 P.M.

This Mortgage. Made this 4TH day of FEBRUARY in the
year Nineteen Hundred and fifty-four by and between

Carl J. Godwin and Virginia W. Godwin, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Six Hundred 00/100 - - - (\$3600.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-six 00/100 - - - (\$36.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the northerly side of Columbia Street, in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot No. 47 in Gephart's Second Addition to Cumberland, and particularly described as follows, to-wit:

Beginning at a point on the northerly side of Columbia Street, at the end of the first line of the lot of ground conveyed to John Smith by Rebecca E. Henderson and others by deed dated July 10, 1893, and recorded among the Land Records of Allegany County in Liber No. 74, folio 194, and running then with Columbia Street, South 59

degrees and 20 minutes East 31 feet to the corner of Lot No. 48 in said Addition, and then with the line of Lot No. 48, at right angles to Columbia Street, North 30 degrees and 40 minutes East 138 feet to Pine Alley, then with Pine Alley, to the line of said Smith lot, and with the said line reversed, South 30 degrees and 40 minutes West 128 feet to the beginning.

Being the same property conveyed by William Edgar McCullough and Mary Alice McCullough, his wife, Mary Elizabeth McCullough, unmarried, Virginia White (McCullough) Godwin and Carl Jones Godwin, her husband, and John Calvin McCullough and Ella Elizabeth McCullough, his wife, to Carl J. Godwin and Virginia W. Godwin, his wife, by deed dated the 25th day of April, 1947, and which is recorded among the Land Records of Allegany County, Maryland in Liber No. 214, folio 650.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to

the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Six Hundred 00/100 - - - (\$3600.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of said mortgagors.

Attest:

Charles L. Harris

Carl J. Godwin [SEAL]
Carl J. Godwin

Virginia M. Godwin [SEAL]

Virginia W. Godwin [SEAL]
Virginia W. Godwin

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 4TH day of FEBRUARY in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Carl J. Godwin and Virginia W. Godwin, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



and Notarial Seal the day and year aforesaid.

Charles L. Harris
Notary Public

Compared and found correct
To *See H. Lyggy City City*
Feb 22 1954

FILED AND RECORDED FEBRUARY 4" 1954 at 1:30 P.M.

This Mortgage, Made this 3rd day of FEBRUARY in the
year Nineteen Hundred and fifty-four by and between

J. Wilbur Powell and Evelyn H. Powell, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eight Thousand Six Hundred Fifty 00/100 - - (\$8650.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Fifty-seven 09/100 - - - (\$57.09) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those four adjacent pieces or parcels of land situated, lying and being on the northerly side of Frederick Street in the City of Cumberland, Allegany County, Maryland, known and designated as whole Lots Nos. 148, 149, 150, and 151 in the "Welch Home Second Addition, Bedford Street Extended, Cumberland, Maryland," as shown on the Plat of the same which, along with the courses and distances for said Addition, is recorded in Liber 120, folio 23, among the Land Records of said Allegany County, particularly described as a whole as follows:



Beginning for the same at a point on the northerly side of Frederick Street where the same is intersected by the dividing line between whole Lots Nos. 151 and 152 in said Addition, and running then with the whole of that dividing line, North 52 degrees 40 minutes West 138 feet to the southerly side of a 12 foot alley; then with said side of said alley, South 37 degrees 20 minutes West 100 feet to the southwesterly side of whole Lot No. 148 in said Addition; then with the whole of that side of said Lot No. 148 South 52 degrees 40 minutes East 138 feet to the northerly side of Frederick Street; then with said side of Frederick Street, North 37 degrees 20 minutes East 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of George J. Fritts and Edith Kemp Fritts, his wife, dated October 12, 1945, which is recorded in Liber No. 205, folio 553, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered,

at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand Six Hundred Fifty 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge

J. Wilbur Powell [SEAL]
Wilbur Powell
Evelyn H. Powell [SEAL]
Evelyn H. Powell

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 3RD day of FEBRUARY in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

J. Wilbur Powell and Evelyn H. Powell, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



George W. Legge

Compared and ~~read~~ Delivered &
To *Mtgee City*
Feb 24 1954

FILED AND RECORDED FEBRUARY 5th 1954 at 2:20 P.M.

This Mortgage, Made this 5th day of
February in the year nineteen hundred and fifty-four, by and between

James B. Paxton and Beulah G. Paxton, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

James B. Paxton and Beulah G. Paxton, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Two Thousand Fifty (\$2,050.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on March 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

James B. Paxton and Beulah B. Paxton, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of land situated about six miles
Easterly of the City of Cumberland, Allegany County, State of Maryland,
near the Williams Road, and being part of a tract of land called
Canal Warehouse Resurveyed, which said parcel hereby intended to be
conveyed is more particularly described as follows:

BEGINNING at a stake planted at the beginning of the first line
of that part of said tract which was conveyed unto Joseph B. Stafford
and wife, by Martha Stafford and others, by deed dated October 26,



1935, and recorded in Liber No. 173, folio 566, one of the Land Records of Allegany County, and running thence with part of said first line a distance of 568 feet, thence leaving said first line and running in a Southwesterly direction 264 feet to an iron peg, thence running in a Northwesterly direction 568 feet, more or less, to an iron peg planted along the last line of that part of said tract as described in the above mentioned deed, thence with said last line thereof 198 feet, more or less, to the place of beginning. Containing about five acres of land.

It being the same property which was conveyed unto the said Mortgagors by Joseph B. Stafford and wife, by deed dated the 24th day of July, 1942, and recorded in Liber No. 194, folio 24, one of the Land Records of Allegany County.

Subject to Reservation in perpetuity of the right of way for ingress and egress in favor of Joseph B. Stafford and wife, as set forth in the deed above referred to.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand Fifty (\$2,050.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Two Thousand Fifty (\$2,050.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James B. Paxton (SEAL)
James B. Paxton

Beulah G. Paxton (SEAL)
Beulah G. Paxton

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

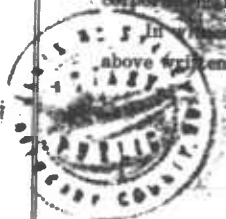
I hereby Certify, that on this 5th day of February in the year nineteen hundred and Fifty-Four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

James B. Paxton and Beulah G. Paxton, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said company, and duly authorized by it to make this affidavit.

and duly authorized by it to make this affidavit.

above written whereof I have hereto set my hand and affixed my notarial seal the day and year



James M. Loxley
Notary Public

For value received, The Liberty Trust Company of Cumberland, Maryland, hereby releases the within and foregoing mortgage. Witness the signature of said The Liberty Trust Company of Cumberland, Maryland, by its Vice President, and its Corporate Seal duly attested by its Asst. Secretary, this 21st day of May 1954. (Corporate seal)
attest: Cameron L. Otto
Asst. Secretary
5-25-54
The Liberty Trust Company
of Cumberland, Maryland
Thomas L. Keech
Vice President

Compared and Matched
To Mortgage Insurance Policy
Feb 24 1954

FILED AND RECORDED FEBRUARY 6th 1954 at 9:10 A.M.

This Mortgage, Made this 4th day of February

in the year Nineteen Hundred and fifty-four, by and between

- - - - -ALVIN JAMES GREEN and MARGARET MARIE GREEN, his wife- - -

of Allegany County, in the State of Maryland

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

of Frostburg, Allegany County, in the State of Maryland.

party of the second part, WITNESSETH:



Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

NINE HUNDRED- - - - -00/100 DOLLARS (\$900.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground, situated in Midland, Allegany County, Maryland, and being a part of the "Resurvey of Elk Lick", which is more particularly described as follows, to wit:

BEGINNING at a stake North sixty-nine degrees West fourteen feet from the beginning of the deed from Hampshire and Baltimore Coal Company to Salem Koontz, recorded among the Land Records of Allegany County, Maryland, in Liber T.L. No. 60, folio 549, and running thence with a fourteen foot road, South twenty-one degrees West two hundred and twenty-five feet to a fifteen-foot road, and with it North sixty-eight degrees West forty-three and five-tenths feet to the limits of the Cumberland and Pennsylvania Railroad Company's land, North twenty-eight and one-half degrees East ninety-nine feet with said Railroad land, then North thirty-six degrees East one hundred and thirty-one feet to the beginning; containing one-seventh of an acre.

IT being the same property which was conveyed to Alvin James Green and Margaret Marie Green, his wife, by deed of Robert MacDonald Bruce, Trustee, dated December 28, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 207, folio 187.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of

NINE HUNDRED DOLLARS (\$900.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party

of the second part, its successors ~~heirs, executors, administrators~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least NINE HUNDRED and 00/100 (\$900.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: (as to Both)

Ruth M. Todd

Alvin James Green [Seal]
ALVIN JAMES GREEN

Margaret Marie Green [Seal]
MARGARET MARIE GREEN

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 4th day of February
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
- - - - - ALVIN JAMES GREEN and MARGARET MARIE GREEN, his wife - - -
and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,

Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further made oath that he is the Cashier and Agent of the within named mortgagee and duly authorized by it to make this affidavit.



Will M. Todd
Notary Public

For value received, the Frostburg National Bank hereby releases the within and foregoing mortgage.
In witness whereof, the said Bank has caused its Corporate name to be signed by its Vice President and its Corporate Seal affixed, duly attested by its Cashier, this 2d day of August, 1954.
(Corporate Seal) Frostburg National Bank
attest: F. Earl Kreitzburg By: William P. Jenkins
Cashier 8-4-54 Vice President

FILED AND RECORDED FEBRUARY 6th 1954 at 9:15 A.M.
PURCHASE MONEY

This Mortgage, Made this 5th day of February
in the year Nineteen Hundred and fifty-four, by and between

HERBERT G. LEWIS and GLADYS P. LEWIS, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

HOWARD M. SPIKER, unmarried,

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Thirty-five Hundred Dollars (\$3500.00) this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of five per cent per annum in monthly installments of not less than Thirty-five Dollars (\$35.00) each; said payments include both principal and interest, which interest will be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 223 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,

together with the interest thereon, including any future advances, the said part ies of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party his of the second part his heirs and assigns, the following property, to-wit:

All that lot or parcel of land known as Lot No. 379 of the Humbird Land and Improvement Company's Addition, situated at the north-east corner of Mary Street and an un-named alley in the City of Cumberland, Allegany County, Maryland, and running with Mary Street, South 53-1/2 degrees East 30 feet to the beginning of the first line of Lot No. 380, and with the fourth line of Lot No. 380 reversed, North 36-1/2 degrees East 125 feet to an alley, and with said alley, North 53-1/2 degrees West 30 feet to above mentioned un-named alley, then binding on said alley, South 36-1/2 degrees West 125 feet to the point of beginning on Mary Street.

IT being the same property which was conveyed to Herbert G. Lewis et ux by Gilbert H. Hausman et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage, which is given to secure part of the purchase price of the property herein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said part ies of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party his of the second part his executor, administrator or assigns, the aforesaid sum of

- - -Thirty-five Hundred Dollars - - - - - (\$3500.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party ies of the second part his heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor ies their representatives, heirs or assigns.

And the said parties ies of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-five Hundred - - - - - (\$3500.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to issue to the benefit of the mortgagee his heirs or

assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

Mary A. Swan

Herbert G. Lewis [Seal]
HERBERT G. LEWIS

Mary A. Swan

Gladys P. Lewis [Seal]
GLADYS P. LEWIS

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 5th day of February
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Herbert G. Lewis and Gladys P. Lewis, his wife,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared _____

Howard M. Spiker,
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



my hand and Notarial Seal the day and year aforesaid.

Mary A. Swan
Notary Public

Compared and Mailed January 5

To *Earl E. Manger*
Rd. 2, W. Va. City
26 34 11 24

LIBER 302 PAGE 458

FILED AND RECORDED FEBRUARY 6th 1954 at 9:30 A.M.

PURCHASE MONEY

This Mortgage, Made this 5th day of January
in the year Nineteen Hundred and Fifty-four, by and between
Irvin Shroyer, Jr. and Mary Ellen Shroyer, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

Oscar H. Leydig and Bertie L. Leydig, his wife,

of Allegany County, in the State of Maryland

part Y of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Parties of the Second Part in the full and just sum of One thousand eight hundred (\$1,800.00) Dollars, and which said principal sum or any balance thereof shall bear interest at the rate of 3½% per annum, and which said principal sum and interest shall be repaid in equal monthly installments hereafter of twenty (\$20.00) Dollars each, and out of each such payment first shall be computed and deducted the interest upon the principal sum or any unpaid balance thereof, and the balance of said monthly payments applied to the reduction of the said principal sum, the first of which said payments shall become due and payable on the 1st day of February, 1954, and monthly thereafter upon the first day of each succeeding month until fully paid; with the right reserved unto the Parties of the First Part to prepay any or all of said principal and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said
Irvin Shroyer, Jr., and Mary Ellen Shroyer, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
Oscar H. Leydig and Bertie L. Leydig, his wife, their

heirs and assigns, the following property, to-wit:

All that lot, piece, or parcel of land situate, lying, and being in the Village of Millerslie, Allegany County, Maryland, and being known as Lot No. 14 of the Andrew Ramsey Company's Addition to the said town of Millerslie, in Allegany County, Maryland, a plat of which is recorded among the Land Records of Allegany County, Maryland, a plat of which is recorded among the Land Records of Allegany County, in Liber No. 131, folio 725, and more particularly described as a whole for the said lot hereby conveyed as follows, to-wit:

BEGINNING for the said Lot No. 14 at the end of the first line of Lot No. 13, as shown in the deed of the Andrew Ramsey Company unto John H. Close, dated the 17th day of September, 1920, and recorded in Liber No. 138, folio 547, and as shown on the aforesaid

plat; and running thence with the second line of said deed, North 13 degrees 37 minutes East 50 feet to a stake; thence leaving the State Road and running with the division line between Lots No. 14 and No. 15 as shown on the aforesaid plat, South 76 degrees 23 minutes East 100 feet to a 12-foot alley; thence with said alley, South 13 degrees 47 minutes West 42.5 feet to a stake at the end of the division line between Lots No. 13 and No. 14; thence with said division line, North 79 degrees 25 minutes West 100 feet to the place of beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed dated the 5th day of January, 1954, by and between Richard L. Close and Nina M. Close, his wife, and Irvin Shroyer, Jr., and Mary Ellen Shroyer, his wife, and which said deed is recorded in Liber No.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Irvin Shroyer, Jr., and Mary Ellen Shroyer, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Oscar H. Leydig and Bertie L. Leydig, his wife, their

executors, administrators or assigns, the aforesaid sum of

One thousand eight hundred (\$1,800.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Irvin Shroyer, Jr., and Mary Ellen Shroyer, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Irvin Shroyer, Jr., and Mary Ellen Shroyer, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Oscar H. Leydig and Bertie L. Leydig, his wife, their

heirs, executors, administrators and assigns, or Karl K. Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Chesapeake, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Irvin Shroyer, Jr., and Mary Ellen Shroyer, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Irvin Shroyer, Jr., and Mary Ellen Shroyer, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagors or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

One thousand eight hundred (\$1,800.00) - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire,

to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of XXXXXX their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest:

Earl E. Manges
Earl E. Manges

Irvin Shroyer, Jr. (SEAL)
Mary Ellen Shroyer (SEAL)

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 5th day of January in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Irvin Shroyer, Jr., and Mary Ellen Shroyer, his wife, and each acknowledged the foregoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared Oscar H. Leydig and Bertie L. Leydig, his wife,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



IN WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl E. Manges
Notary Public.

Compared and Vailed correctly
To Miles City
Feb 24 1954

FILED AND RECORDED FEBRUARY 6th 1954 at 11:45 A.M.

THIS MORTGAGE, made this 5th day of February, 1954, by and between ROBERT C. WILLIAMS and EVA M. WILLIAMS, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation,

duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand Five Hundred (\$2,500.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Thirty Six Dollars and Fifty Two Cents (\$36.52) on account of interest and principal, payments to begin on the 5th day of March, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal or the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL those lots or parcels of ground known as Lot No. 105 and 106 in Goethe Street Addition in Cumberland, Allegany County, Maryland, the plat of said Addition which is filed among the Plat Records of Allegany County, Maryland, the said lots lying on Princeton Avenue, but what is also called Schade's Lane, and more particularly described as follows, to-wit:

LOT NO. 105: BEGINNING at a peg on the North side of Princeton Avenue at the end of the first line of Lot No. 104, and running thence with said Avenue North 36 degrees 40 minutes East 25 feet, thence North 53 degrees 20 minutes West 128 feet to a fifteen foot alley, and with said Alley South 36 degrees 06 minutes

West 25 feet to the end of the second line of Lot No. 104, and with said line reversed South 53 degrees 20 minutes East 127.75 feet to the beginning.

LOT NO. 106: BEGINNING at a peg on the North side of Princeton Avenue at the end of the first line of Lot No. 105 and running with said Avenue North 36 degrees 40 minutes East 25 feet, thence North 53 degrees 20 minutes West 128.25 feet to a fifteen foot alley and with said alley South 36 degrees 06 minutes West 25 feet to the end of the second line of Lot No. 105 and with said line reversed, South 53 degrees 20 minutes East 128 feet to the beginning.

It being the same property conveyed to the first parties by William Gray and Elizabeth M. Gray, his wife, by deed dated the 17th day of May, 1952, and recorded among the Land Records of Allegany County, Maryland, in Liber 242, folio 443.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand Five Hundred (\$2,500.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or

in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expense incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Two Thousand Five Hundred (\$2,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Robert C. Williams (SEAL)
Robert C. Williams

D. H. Williams (SEAL)
Eva M. Williams

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 5th day of February, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT C. WILLIAMS and EVA M. WILLIAMS, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



Hazel M. O'Brien
Notary Public
My Commission expires May 2, 1955

Compared and Mailed Liberty
To M. E. Reinhart Liberty 2 3 54
Feb 24 1954

FILED AND RECORDED FEBRUARY 9th 1954 at 10:20 A.M.
This Mortgage, Made this 8th day of February
in the year Nineteen Hundred and Fifty Four, by and between
GEORGE E. MICHAEL and RUTH L. MICHAEL, his wife,
of Allegany County, in the State of Maryland
parties of the first part, and
MARY E. REINHART,

of Allegany County, in the State of Maryland
 party of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Eight Thousand Dollars, (\$8,000.00), which said sum the parties of the first part promise to pay unto the party of the second part One (1) year after date, with interest thereon at the rate of Five Per Centum (5%) Per Annum, payable quarterly, with the right to make payment in whole or in part of any amount on the principal of said indebtedness at any interest paying period.

The sum hereby secured being in part purchase money for the hereinafter described property, and is, therefore, a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, her

heirs and assigns, the following property, to-wit:

All of the following described tracts or parcels of land lying and being on or near the Southerly side of the National Road about five miles Westerly of the City of Cumberland, in Allegany County, State of Maryland, which are particularly described as follows:

FIRST PARCEL: BEGINNING for the outlines of the same at a point on the Southerly side of the National Road at the Northwestern corner of Lot No. 11 of the Long lots, as laid out by Webster B. Long, a plat of which said lots is in the possession of the parties of the first part, said beginning point being also South 44 degrees 08 minutes West 208 feet from the intersection of the Southerly side of the aforesaid National Road and the Westerly side of a 20 foot roadway, and running thence with the Southerly side of the aforesaid National Road, South 44 degrees, 08 minutes West 102 feet to the Northeasterly corner of the land formerly owned by George Gray, thence with the Easterly line of said land South 44 degrees 30 minutes East 168.5 feet; then North 42 degrees, 43 minutes East 109 feet to the Southwesterly corner of the aforesaid Lot No. 11 of the said Long lots; then with the Westerly line of the said Lot No. 11, North 46 degrees, 45 minutes West 166.0 feet to the beginning. It being Lots Nos. 12 and 13 of the aforesaid Long Lots.

SECOND PARCEL: BEGINNING for the outlines of the same at a point on the Southerly side of the National Road, at the Northwestern corner of Lot No. 9 of which said lots is in possession of Frederick W. Meisel (a former owner of the property hereby conveyed) which said beginning point is also South 44 degrees 08 minutes West 108 feet from the intersection of the Southerly side of the aforesaid National Road with the Westerly side of a 20 foot road-way, and running thence with the Southerly side of the aforesaid National Road, South 44 degrees 08 minutes West 100 feet, then parallel with the Westerly side of the aforesaid 20 foot road-way, South 46 degrees 45 minutes East 166.1 feet, then North 42 degrees 43 minutes East 100 feet to the Southwesterly corner of the aforesaid Lot No. 9, of the said Long Lots, then with the Westerly line of the aforesaid Lot No. 9, North 46 degrees 45 minutes West 163.7 feet to the beginning.

THIRD PARCEL: BEGINNING for the same at an iron pin on the West bank of Braddock's Run, it being at the end of the second line of the whole tract of land, of which this is a part, which was conveyed and particularly described as the first parcel of land in a certain deed from Frances R. Kifer, et al., to Anthony L. Logsdon, et ux., dated November 18, 1927, and recorded in Liber 156, folio 650, one of the Land Records of Allegany County, Maryland; and running thence with the whole of the third, fourth, fifth, sixth and seventh line of said whole parcel of land the following courses and distances:

North 60 degrees 38 minutes East 346.1 feet North 15 degrees 15 minutes West 310.9 feet; South 44 degrees 33 minutes West 314 feet; South 43 degrees 15 minutes East 26 feet; South 40 degrees 15 minutes

West 157 feet; thence with the whole of the eighth line of said whole tract and with a projection of the same as well, South 32 degrees 15 minutes East 152 feet to the place of beginning.

Excepting, however, from this parcel a small rectangular portion thereof being 26 feet by 44.5 feet which was sold away by J. Milton

Twigg and Esther B. Twigg, his wife, unto James Edgar Stevens and Florence E. Stevens, his wife, by deed dated April 17, 1943, and recorded among the Land Records of Allegany County, Maryland, in Liber 196, folio 263.

IT BEING the same property which was conveyed unto the said George E. Michael and Ruth L. Michael, his wife, by G. Roy Sutherland and Celia A. Sutherland, his wife, by deed dated the 25 day of February, 1954, and duly recorded among the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her heirs, executors, administrators or assigns, the aforesaid sum of Eight Thousand Dollars, (\$8,000.00), together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, her

heirs, executors, administrators and assigns, or Edward J. Ryan his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her heirs and assigns, the improvements on the hereby mortgaged land to the amount of at least

-----Eight Thousand Dollars, (\$8,000.00), ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee her heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or

policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest:

Elizabeth Philson
Elizabeth Philson

George E. Michael (SEAL)
GEORGE E. MICHAEL

Ruth L. Michael (SEAL)
RUTH L. MICHAEL

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 8th day of February in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared George E. Michael and Ruth L. Michael, his wife, and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared

Mary E. Reinhart

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage was true and bona fide as therein set forth.



Witness my hand and Notarial Seal the day and year aforesaid.

Elizabeth Philson
Notary Public.

Compared and attested
Mortgage City
Feb 22 1954

FILED AND RECORDED FEBRUARY 9th 1954 at 11:00 A.M.

This Mortgage. Made this 9th day of February, in the year nineteen hundred and Fifty Four, by and between George D. Hawkins and Alice S. Hawkins, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagor, and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee.

Witnesseth:



Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of One Thousand Four Hundred (\$1,400.00) Dollars, for which they have given their promissory note of even date herewith payable with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Thirty-Five (\$35.00) Dollars.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that piece or parcel of land lying and being in the Town of Eckhart, in Allegany County, Maryland, a plat, courses and distances of which are filed among the Land Records of Allegany County, Maryland, in Liber No. 112, folio 562, and described as follows:

Beginning at a fence post at the end of the third line of Lot No. 1, and running with the fourth line of said lot, and also with a fence and its extension, (1), North 6 degrees 15 minutes West 69.3 feet to a stake standing at the end of 46.8 feet on the third line of Lot No. 2; and reversing said part of said third line, and the fifth line of Lot No. 3, (2), North 89 degrees 05 minutes West 96.3 feet to a post at the end of the fourth line of Lot No. 3; and reversing said fourth line, and continuing the same course to the fence line of lot owned by the Eckhart Realty Company, (3) South 9 degrees 35 minutes East 49.2 feet to a point North 9 degrees 35 minutes West 4 feet from the Northeast corner of a barn; thence leaving fence and running parallel to said barn and 4 feet from it, (4), South 82 degrees 30 minutes West 28.2 feet to a stake still parallel to and 4 feet from the barn; (5), South 7 degrees 30 minutes East 30.3 feet to a fence; and with it, (6), South 75 degrees 50 minutes West 12 feet to a post; and still with fence, (7), South 89 degrees 30 minutes West 56 feet to a post; (8), North 21 degrees 15 minutes West 16.2 feet to the beginning; this description being according to a survey and plat made in June, 1913, by G. G. Townsend, C. E.

Being the same property conveyed by Clifford H. Crowe et ux to the said George D. Haskins et ux by deed dated May 2, 1951, and recorded in Liber No. 233, folio 588, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

The lot above described is known as Lot No. 4 of the "Wilson Lots at Eckhart", Maryland.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of—One Thousand Four Hundred (\$1,400.00)— - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least— - - -One Thousand Four Hundred (\$1,400.00)— - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

Richard C. Dudley

George D. Hawkins (SEAL)
George D. Hawkins
Alfred S. Hawkins (SEAL)
Alfred S. Hawkins

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this 9th day of February, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

George D. Hawkins and Alice S. Hawkins, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.



In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.

William C. Sudley
Notary Public

Compared and delivered
To Geo. H. Legge, Atty. City
Feb. 24

FILED AND RECORDED FEBRUARY 9th 1954 at 12:45 P.M.

This Mortgage, Made this 9TH day of FEBRUARY in the year Nineteen Hundred and fifty-four by and between

Harold E. Cheney and Nellie P. Cheney, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Nine Thousand 00/100 - - - - - (\$9000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Seventy-one 18/100 - - - - - (\$71.18) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month; and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises; and (3) towards the payment of the aforesaid principal sum. The due attention of this mortgage having been a condition precedent to the granting of said advances.



Now therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

PARCEL NO. 1: All of a certain lot or parcel situated on the South side of the National Highway (U.S. 40) near the Village of Flintstone, Maryland it being a part of land, conveyed to Josiah G. Dolly by Frances C. Lashley et al by deed dated July 18, 1914 and recorded in Liber 115, folio 71, one of the Land Records of Allegany County, Maryland, and the tract herein conveyed is particularly bounded and described as follows:

Beginning in the center of the said National Highway as witnessed by an iron pin beside the road set 13 rods and 14 links West from Dolly's Garage in said Flintstone, then South 31-3/4 degrees West 34 rods to the center of a branch or run, witnessed by an iron pin set back from the center of run 24 links, then and following the general course of said branch or run North 86 degrees West 13 rods and 14 links to a cement block marking the most Southeast corner and the end of the first line of land conveyed by Josiah G. Dolly to B. F. Teeter by deed dated March 23, 1940, for description of which reference is made to said land records of Allegany County; then and with said Teeter's first line reversed North 31-3/4 degrees East 29 rods and 10 links to a corner fence post marking the most Southwesterly corner of a parcel of land formerly owned by Russell O. Dolly and Effie A. Dolly, his wife, but heretofore conveyed by them to Josiah G. Dolly; then and with this line of Dolly's land reversed South 60 degrees East 8 rods to the most Southeast corner post of said Dolly lot and the end of the first line of same; then and with said line reversed North 31-3/4 degrees East 10 rods and 10 links to the center of the aforesaid Highway witnessed by an iron pin beside the road; then and with said road center South 60 degrees East 4 rods and 12 links to the place of beginning, containing 2.9 acres, more or less. Meaning hereby to convey all of the land within said bounds.

Being the same property which was conveyed unto the parties of the first part by deed of Josiah G. Dolly, dated December 24, 1940, recorded in Liber 189, folio 89, one of the Land Records of Allegany County, Maryland.

PARCEL NO. 2: All that lot or parcel of ground lying on the South side of the Baltimore Turnpike and the North side of Flintstone Creek in the Village of Flintstone, Allegany County, and more particularly described as follows:

Beginning at a stone standing on the North bank of Flintstone Creek at the end of the first line of the lot conveyed to Hester Cheney by William H. Geppert, Trustee, by deed dated October 18, 1940, and recorded in Liber 188, folio 214, and running then with the second line as given in said deed down said Creek South 83 degrees 00 minutes East 50 feet to a stone, then with the third line North 25 degrees 00 minutes East 132 feet to a stone on the Southern boundary of the Baltimore Pike, then with said boundary and the given line of said lot North 65 degrees 00 minutes West 49 feet to a stone at the beginning of said lot and at the end of the first line of the lot which was conveyed by Lola E. Robosson et vir to Harold K. Cheney et ux, by deed dated April 9, 1923, and recorded in Liber 143, folio 427, and running then with the Southern boundary of said Pike and the second line of said lot North 65 degrees 00 minutes West 45 feet, then with the third line of said lot South 25 degrees 00 minutes West 188 feet to Flintstone Creek, then with said Creek and the fourth line of said lot North 87 degrees 30 minutes East 50 feet to the beginning of said lot, and then with part of the first line North 25 degrees 00 minutes East 23 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Lola E. Robosson et vir, dated April 9, 1923, recorded in Liber 143, folio 427, Allegany County Land Records, and by deed of William H. Geppert, Trustee to Hester Cheney, dated October 18, 1940, recorded in Liber 188, folio 214, Allegany County Land Records, the said Hester Cheney (widow) having heretofore departed this life intestate leaving Harold K. Cheney as her sole heir at law.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 221 of the Laws of Maryland, passed at the January session in the year 1845 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the

payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand 00/100 - - - - (\$9000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided: (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the advocacy of

any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of said mortgagors.

Attest:

Harold K. Cheney [SEAL]
Harold K. Cheney
Nellie P. Cheney [SEAL]
Nellie P. Cheney

State of Maryland,
Allegany County, to-wit:

I hereby certify: That on this 8TH day of FEBRUARY
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Harold K. Cheney and Nellie P. Cheney, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

Compared and ~~read~~ Delivered

To *Geo. H. Lyggs Atty. Atty.*

LIBER 302 PAGE 474

FILED AND RECORDED FEBRUARY 9th 1954 at 12:45 P.M.

PURCHASE MONEY

This Mortgage, Made this 8TH day of FEBRUARY, in the
year Nineteen Hundred and fifty-four by and between

Kannath W. Baierl and Beryl M. Baierl, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seven Thousand Two Hundred 00/100 - - - (\$7200.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-five 58/100 - - - (\$45.58) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that ground and premises situated in the City of Cumberland, Allegany County, Maryland, and described as Lot No. 76 as shown on "Amended Plat of properties of the Cumberland Home Company, Incorporated, Kelly-Springfield Tire Co., et al" dated September 15, 1923, and recorded among the Land Records of Allegany County, Maryland, in Plat Box No. 84, which said plat is hereby referred to and made a part of this deed;

Beginning for the same at the southeasterly corner of Lot No. 77 and then in a northwesterly direction 82.25 feet to an alley, then with said alley in the southwesterly direction 40.1 feet to Lot No. 75, then in the southeasterly direction 82.25 feet to Gephart Drive, and with said drive in a northeasterly direction 40 feet to the place of beginning commonly known as Lot No. 837 Gephart Drive, Cumberland, Maryland.

Being the same property which was conveyed unto the parties of the first part by deed of George J. Gocks, unmarried, dated the 2nd day of February, 1954, which is intended to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand Two Hundred 00/100 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental liens that may be made on the mortgaged property, or this mortgage or some or to any other way from the indebtedness secured by this mortgage; (2) to permit, furnish or warrant to

was, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

[Signature]

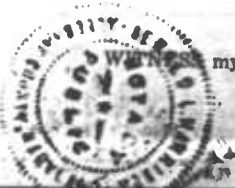
Kenneth W. Baierl (SEAL)
Kenneth W. Baierl
Beryl M. Baierl (SEAL)
Beryl M. Baierl

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 8TH day of FEBRUARY
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Kenneth W. Baierl and Beryl M. Baierl, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



my hand and Notarial Seal the day and year aforesaid.

[Signature]
Notary Public.

Metzger City
*March 54*FILED AND RECORDED FEBRUARY 9th 1954 at 2:15 P.M.THIS MORTGAGE, Made this 9th day of February, 1954,

by and between Charles P. Stemp and Emma R. Stemp, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagors, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, Hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said Charles P. Stemp and Emma R. Stemp, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Fifty-Eight Hundred (\$5800.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five per centum (5%) per annum, payable quarterly as it accrues, at the Office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1954.

NOW, THEREFORE, in consideration of the premises, and the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Charles P. Stemp and Emma R. Stemp, his wife, do hereby bargain and sell, give, grant convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot, piece or parcel of land situated on the Westerly side of North Centre Street, in the City of Cumberland, Allegany County, Maryland, distinguished as part of Lot No. 11, in Gephart's Addition to said City; it being the Eastern half of said Lot No. 11 fronting 35 feet, more or less, on said Centre Street (formerly called Broad Street) and running back for a depth of 128 feet, more or less, to the lot formerly owned by Samuel Hughes.

It being the same property which was conveyed unto the said Mortgagors by Meta Eppler Gilpatrick, et al, by deed dated the 14th day of September, 1946, and recorded in Liber No. 211, folio 370, one of the Land Records of Allegany County.

ALSO: All the following lots, parcels and tracts of land lying and being in Election District No. 5, in Allegany County, Maryland, to-wit:

FIRST: All those 15 lots or parcels of land known as



Lots Nos. 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378 and 379, which said lots have a frontage of 650 feet, more or less, on the Northerly side of Woodward Avenue, situated in Section A as shown on the Amended Plat No. 2 of Bowman's Cumberland Valley Addition recorded as Plat No. 26, in Map Book No. 1 among the Land Records of Allegany County, Maryland.

SECOND: All those 14 lots or parcels of land known as Lots Nos. 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400 and 401, fronting on the Southerly side of Shirley Avenue, situated in Section A as shown on the Amended Plat No. 2 of Bowman's Cumberland Valley Addition recorded as Plat No. 26, in Map Book No. 1 among the Land Records of Allegany County, Maryland.

THIRD: All that parcel or tract of land situated about one-half mile Westerly of Valley Road and about one mile North-easterly of the City of Cumberland, Allegany County, Maryland, lying and adjoining Section A as shown on the Amended Plat No. 2 of Bowman's Cumberland Valley Addition aforesaid and on the Northwesterly side of said Section A and more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of an unnamed street (sometimes called Boundary Street and which said street is the Westerly boundary of said Section A as shown on the aforesaid mentioned plat of said Addition) where said Westerly side of said unnamed street is intersected by the Southerly line of Shirley Avenue extended, and running thence with the Westerly side of said unnamed street (the Westerly boundary of said Addition), South 39 degrees 26 minutes West 1,600 feet; then at right angles to said unnamed Street, North 50 degrees 34 minutes West 1,600 feet, more or less, to the line of Bowman's land on the side of Wills Mountain; then with said line in a Northeasterly direction 1,400 feet; then in an Easterly direction 1,600 feet, more or less, to the place of beginning.

FOURTH: (1) All those 22 lots or parcels of land known as Lots Nos. 410, 411, 412, 413, 414, 415, 416, 417, 418, 419 and 420 fronting on the Northerly side of Shirley Avenue and Lots Nos. 430, 431, 432, 433, 434, 435, 436, 437, 438, 439 and 440 fronting on the Southerly side of Birch Street which said lots are situated in Section A as shown on the amended plat No. 2 of Bowman's Cumberland Valley Addition recorded as Plat No. 26, in Map Book No. 1 among the Land Records of Allegany County,

Maryland.

(2) Also all that parcel or tract of land adjoining Section A as shown on said amended plat No. 2 of Bowman's Cumberland Valley Addition and more particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Northerly side of Birch Street and the Westerly side of an unnamed street (sometimes called Boundary Street) and which unnamed street is the Westerly boundary of Section A as shown on the aforesaid mentioned amended plat No. 2, said point of beginning being the Northwest corner of said Section A, and then following the dividing line of Grice Dairy Farm and Winner Bowman's land in a Northwesterly direction 1,600 feet, more or less, to Winner Bowman's line on the side of Wills Mountain; then with said line on said side of Wills Mountain in a Southerly direction 550 feet, more or less, to the line of a deed to Abraham Teter; then with said line in an Easterly direction 1,600 feet, more or less, to a point on the Westerly side of said unnamed street (sometimes called Boundary Street); then with the Westerly side of said unnamed street 550 feet, more or less, to the place of beginning.

EXCEPTING, HOWEVER, from the operation of this deed a lot or parcel of ground 150 feet by 150 feet lying approximately equidistant between Lexington Avenue and Woodward Avenue to be used only as a graveyard in which are now buried Abraham Teter and Neva Teter and containing a third grave with rights of ingress thereto and regress therefrom.

It being the same property which was conveyed unto the said Mortgagors by Beulah Teter Handekamp, et al, by deed dated the 30th day of December, 1952, and recorded in Liber No. 246, folio 535, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, That if the said Mortgagors, their heirs, executors, administrators, or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Fifty-Eight Hundred (\$5800.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the

meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

IT IS AGREED, That it shall be deemed a default under this mortgage if the said Mortgagors shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND WHEREAS, this Mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, That until default is made, and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments, and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some

newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Fifty-Eight Hundred (\$5800.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the Mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

James M. Ashley

Charles P. Stemp (SEAL)
Charles P. Stemp

Emma R. Stemp (SEAL)
Emma R. Stemp

STATE OF MARYLAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 9th day of February, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Charles P. Stemp and Emma R. Stemp, his wife, and each acknow-

ledged the foregoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named Mortgagee and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.



James M. Soley
Notary Public

Computed and value followed
To Res. H. Legg Atty City
Feb 28 1954

FILED AND RECORDED FEBRUARY 10th 1954 at 2:20 P.M.
PURCHASE MONEY

This Mortgage, Made this 9TH day of FEBRUARY in the year Nineteen Hundred and fifty-four by and between

Harry G. Parker and Alpharatta K. Parker, his wife.

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Seven Hundred Fifty 00/100 - - (\$3750.00) - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty - - - - - (\$30.00) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the

granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the northerly side of Patterson Avenue known and designated as part of Lots No. 1 and 2 and whole Lot No. 3, Block No. 7 in Rose Hill Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Plat Liber 1, folio 31 among the Plat Records of Allegany County, Maryland, which said parcels are more particularly described as follows, to-wit:

Beginning for the same at the intersection of the northerly side of Patterson Avenue and the easterly side of Locust Street and running then with Patterson Avenue North 82 degrees 8 minutes East 75 feet, then North 7 degrees 52 minutes West 100 feet to the southerly side of Arnett Terrace, then with said Arnett Terrace South 82 degrees 8 minutes West 25 feet to the end of the second line of Lot No. 2, Block No. 7 in said addition, then with part of said second line reversed South 7 degrees 52 minutes East 35 feet, then South 82 degrees 8 minutes West 69.18 feet to the easterly side of Locust Street, and then with said street South 24 degrees 18 minutes East 67.75 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Henry C. Swearingen and Helen S. Swearingen, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s . . . their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

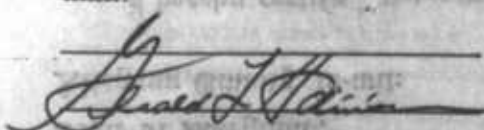
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Seven Hundred Fifty 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.


And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:



 [SEAL]
Harry G. Parker
 [SEAL]
Alpharetta E. Parker
[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 9TH day of FEBRUARY
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Harry G. Parker and Alpharetta K. Parker,
his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Cumberland, Maryland, September 11, 1954
For value received, the First Federal Savings and Loan
Association of Cumberland hereby releases the within and
aforesaid mortgage.

Witness the signature of Lynn C. Lashley, its President,
and the Corporate Seal of said Corporation, attested by its
Secretary, Gerald L. Harrison, the day and year above
written.

(Corporate Seal)
Attest by Gerald L. Harrison
Secretary
9-7-55

First Federal Savings and Loan
Association of Cumberland
By: Lynn C. Lashley,
President.

*See H. Legge City City
Feb 27 54*

FILED AND RECORDED FEBRUARY 10th 1954 at 2:10 P.M.

PURCHASE MONEY

This Mortgage. Made this 9TH day of FEBRUARY in the

year Nineteen Hundred and fifty-four by and between

William E. Day and Marion E. Day, his wife,

of Allegany County, in the State of Maryland, party of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Four Thousand Nine Hundred Fifty 00/100 - - (\$4950.00) - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-one 33/100 - - - (\$31.33) - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said

principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of ground lying on and near Hill Street in the City of Cumberland, Allegany County, Maryland, known as Lot No. 10 in Thomas Shriver's Addition to Cumberland, a plat of which said Addition is recorded in Liber No. 95, folio 12^h, one of the Land Records of Allegany County, Maryland, and a lot lying in the rear of said Lot No. 10, and more particularly described as follows:

Beginning at a stake standing on the Westerly side of Hill Street in Thomas Shriver's Addition to Cumberland, Maryland, at the end of the first line of Lot No. 9, and running then with said Street North 30 degrees 10 minutes East 30 feet, then North 59 degrees 50 minutes West 135 feet to an alley 16 feet wide, and with it South 30 degrees 10 minutes West 30 feet to the end of the second line of Lot No. 9, and with it reversed South 59 degrees 50 minutes East 135 feet to the beginning.

Also all that lot or parcel of ground in the rear of said lot and running back of said alley 30 feet wide and 619 feet deep.

Being the same property which was conveyed unto the parties of the first part by deed of Charles O. Bagent and Rosella C. Bagent, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Nine Hundred Fifty 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

[Signature]
[Signature]

William E. Day [SEAL]
 William E. Day
Marion E. Day [SEAL]
 Marion E. Day

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 9TH day of FEBRUARY
in the year nineteen Hundred and Fifty four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

William E. Day and Marion E. Day, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESSE my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and *marked*
and returned
To *Wetzel* *Frostburg* *Md*
Feb 24 1954

FILED AND RECORDED FEBRUARY 11th 1954 at 1:35 P.M.

This Mortgage, Made this 6th day of February, 1954,

by and between WATKIN HAWKINS and ELIZABETH J. HAWKINS, his wife



of Allegany County, Maryland, parties of the first part, herein-
after called the "Mortgagor," and EQUITABLE SAVINGS AND LOAN SOCIETY OF FROSTBURG,
MARYLAND, a corporation duly organized and existing under and by virtue of the laws of the State of
Maryland, party of the second part, hereinafter called the "Mortgagee."

Whereas, the Mortgagor, being a member of said Society, has received therefrom a loan
of TWO THOUSAND AND 00/100- - - - -DOLLARS (\$2,000.00)
being the balance of the purchase money for the property hereinafter described
on his FIFTEEN AND FIVE-THIRTEENTHS- - - - -(15-5/13) SHARES
of its stock.

And Whereas, the Mortgagor has agreed to repay the said sum so advanced in installments,
with interest thereon from the date hereof at the rate of six per centum (6%) per annum, in the manner

following:

By the payment of - - - - - **NINETEEN DOLLARS AND FIFTY-TWO CENTS**

day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the Mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all outstanding taxes, assessments or other public charges of every nature and description, fire and extended coverage insurance premiums, and other charges affecting the hereinafter described premises, or to the payment of all sums advanced for the same, together with interest as hereinafter provided; and (3) to the payment of the aforesaid principal sum.

And Whereas, it was a condition precedent to said loan that the repayment thereof, together with the interest, advances and charges aforesaid, and the performance of the covenants and conditions hereinafter mentioned, should be secured by the execution of this Mortgage:

Now Therefore, THIS MORTGAGE WITNESSETH, that in consideration of the premises, and of the sum of One Dollar (\$1.00) this day paid, the receipt whereof is hereby acknowledged, the Mortgagor does hereby give, grant, bargain and sell, convey, release, confirm and assign unto the Mortgagee, its successors and assigns, the following property, to wit:

ALL those lots or parcels of ground known and distinguished as Lots Nos. Fifteen and Sixteen on the Plat of the Town of Grahams town, near Frostburg, which is of record among the Land Records of Allegany County, Maryland, in Liber No. 32, folio 705, and being the same property which was conveyed to Miles Oliver Cook by Elizabeth Starry and John W. Sterry, her husband, by deed dated September 3, 1902, and recorded among said Land Records of Allegany County, in Liber No. 92, folio 646, and being also the same property which was conveyed to the parties of the first part by Annie Hawkins and others by deed dated August 8, 1928, and recorded among the said Land Records of Allegany County in Liber No. 159, folio 79.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto belonging or in anywise appertaining, including all lighting, heating, gas and plumbing apparatus and fixtures attached to or used on and about said premises, It being agreed that for the purposes of this mortgage the same shall be deemed permanent fixtures, and all rents, issues and profits accruing from the premises hereby mortgaged.

To Have and to Hold the said lot of ground and improvements thereon to the use of the Mortgagee, its successors and assigns, in fee simple.

Provided, that if the Mortgagor, his heirs, personal representatives and assigns, shall make or cause to be made the payments herein provided for as and when the same shall become due and payable, and in the meantime shall perform and comply with the covenants and conditions herein mentioned on his part to be made and done, then this Mortgage shall be void.

And the Mortgagor hereby covenants and agrees with the Mortgagee, its successors and assigns, to pay and perform as above set forth, and in addition thereto to pay unto the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the sum of

(§) per month upon the same day of each month hereafter, and beginning on the same date as hereinbefore provided for principal and interest payments, said additional payments to constitute a special fund to be used by the Mortgagee, its successors and assigns, in payment of state, county and city taxes, and insurance premiums, when legally due or demandable, and any surplus remaining after the payment of said charges may, at the option of the Mortgagee, be credited as a payment on account of the principal mortgage debt; and the Mortgagor further agrees that should said special fund at any time be insufficient, by reason of an increase in the assessment of said property or an increase in the tax rates, or from any other cause, to pay said charges, that he, his heirs, personal representatives or assigns, will on demand pay said deficiency; the Mortgagor further agrees to pay, when legally due, all other assessments, public dues and charges levied or assessed, or to be levied or assessed on said property hereby mortgaged, or on the mortgage debt or interest herein covenanted to be paid. In the event of the foreclosure of this Mortgage and the sale of the mortgaged premises as hereinafter provided, any balance in this special fund may, at the option of the Mortgagee, be applied to the reduction of the indebtedness hereby secured at the time of the commencement of such foreclosure proceedings.

It is further understood and agreed that if the Mortgagor fails to pay to the Mortgagee, its successors and assigns, during the continuance of this Mortgage, the said monthly payments for the establishment of a special fund for the payment of state, county and city taxes, and insurance premiums, or any deficiency in said account as hereinbefore mentioned, the Mortgagee, its successors and assigns, may, at its option, pay the said taxes and insurance premiums without waiving or affecting

ing its right to foreclose said mortgage or any other of its rights hereunder, and every payment so made by the Mortgagee shall bear interest from the date of said payment at the rate of six per centum (6%) per annum and shall become a part of the indebtedness hereby secured.

THE MORTGAGOR also covenants and agrees to keep the improvements on said property in good repair and not to permit or suffer any waste thereon, and to insure and keep insured said improvements against fire, windstorm and such other hazards, as may be required by the Mortgagee, or its assigns, in such company or companies approved by, and in amounts required by the Mortgagee, its successors and assigns, and to cause the policies therefor to be so framed as to insure to the benefit of the Mortgagee, its successors and assigns, to the extent of its or their claim hereunder, and to deliver said policies to the Mortgagee, its successors and assigns.

And the Mortgagor does further covenant and agree:

- (a) That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts payable by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the mortgage debt or released for the repairing or rebuilding of the premises.
- (b) That upon a default in any of the covenants of this mortgage, the Mortgagee shall be entitled, without notice to the Mortgagor, to the immediate appointment of a receiver of the property covered hereby, without regard to the adequacy or inadequacy of the property as security for the mortgage debt.
- (c) That it shall be deemed a default under this mortgage if he shall sell, cease to own, transfer, or dispose of the within described property without the written consent of the Mortgagee.
- (d) That he specially warrants the property herein mortgaged, and that he will execute such further assurances thereof as may be required.
- (e) That he will pay a "late charge" of twenty-five cents or two cents for each dollar of each payment due, whichever is larger, for each payment more than five days in arrears, to cover the extra expense involved in handling delinquent payments.

And it is Agreed that until default be made in the premises, the Mortgagor, his heirs, personal representatives or assigns, may hold and possess the aforesaid property.

And in case of any default being made in any of the payments, covenants or conditions of this Mortgage, the whole mortgage debt then due and owing, together with accrued interest thereon, shall, at the option of the Mortgagee, its successors and assigns, at once become due and payable; the waiver of any default and the failure to exercise the option to demand the whole balance of the mortgage debt shall not operate as or constitute a waiver of the right to make such demand upon any default thereafter; and it shall thereupon be lawful for the *Equitable Savings and Loan Society of Frostburg, Maryland*, its successors and assigns, or W. Earle Cobey, its, his, her or their duly constituted agent and attorney, at any time after such default, to sell the property hereby mortgaged, or so much thereof as may be necessary to satisfy and pay the indebtedness hereby secured and all costs incurred in the making of such sale, and to grant and convey the said property to the purchaser or purchasers thereof, his, her, or their heirs and assigns, which said sale shall be made in the manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction, and if said property be not sold, it may be sold afterwards, either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling; and the proceeds arising from said sale shall be applied, first, to the payment of all costs and expenses incident to said sale and distribution of the proceeds thereof, including taxes, water rents, and all public charges due and owing, and a commission of eight per cent (8%) to the party selling or making said sale; secondly, to the payment of all claims of said Mortgagee, its successors and assigns, owing under this mortgage, whether the same shall have matured or not, including all advances together with interest thereon as herein provided; and the balance (if any there be) shall be paid to the Mortgagor, his personal representatives, heirs or assigns, or to whomever may be entitled to the same. In case of advertisement under the above power but no sale, all expenses incident thereto and one-half of the above commission shall be allowed and paid to the person or persons advertising the same by the Mortgagor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, personal representatives, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Witness, the signatures and seals of the parties of the first part on the day and year above written.

WITNESS as to all:

Watkin Hawkins (SEAL)
WATKIN HAWKINS

Elizabeth J. Hawkins (SEAL)
ELIZABETH J. HAWKINS

(SEAL)

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 14 day of February, 1954,
 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid,
 personally appeared WATKIN HAWKINS and ELIZABETH J. HAWKINS, his wife

the Mortgagor herein, and acknowledged the foregoing instrument of writing to be their
respective act and deed; and at the same time and place before
 me also personally appeared Fred W. Boettner, Secretary of the Equitable Savings and Loan Society of
 Frostburg, Maryland, the Mortgagee therein, and made oath in due form of law that the consideration
 in the foregoing mortgage is true and bona fide as herein set forth, and further made oath in due form
 of law that he is the Secretary and Agent of the Mortgagee and duly authorized by it to make such
 affidavit.



Witness my hand and Notarial Seal.

William A. Shook
 Notary Public.

FILED AND RECORDED FEBRUARY 11th 1954 at 3:20 P.M.

This Mortgage, Made this 9th day of February
January in the year nineteen hundred and fifty-four, by and between

Casper A. Shook, single
 of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
 expression shall include the plural as well as the singular, and the feminine as well as the masculine,
 as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
 the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
 Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Casper A. Shook, single

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Three Thousand (\$3,000.00) Dollars,
 payable to the order of the said The Liberty Trust Company, one year after date with interest from
 date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
 at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
 September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be

payable on March 31, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Casper A. Shook, single

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the Westerly side of Virginia Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as the whole of Lot No. 317 and the Southerly half or part of Lot No. 318 on the plat of "Walsh's Addition to South Cumberland, Maryland", which plat is recorded in Liber 89, folio 669, of the Land Records of Allegany County, Maryland, and which lot is particularly described as a whole as follows:

BEGINNING at a point on the Westerly side of Virginia Avenue, South $28\frac{1}{4}$ degrees West 399 feet from the intersection of said side of said Avenue, with the Southerly side of Elder Street, and running thence with said side of said Avenue, North $28\frac{1}{4}$ degrees East 49 feet $10\frac{1}{2}$ inches to a line dividing said Lot No. 318 lengthwise into two equal moieties or half parts; thence with said dividing line, at right angles to said side of said Avenue, and parallel with said street, North $61\text{-}3/4$ degrees West 120 feet to the Easterly side of an alley 16 feet in width; thence with said side of said alley and parallel with said Avenue, South $28\frac{1}{4}$ degrees West 49 feet $10\frac{1}{2}$ inches to Lot No. 316; thence with a line of said last mentioned lot, South $61\text{-}3/4$ degrees East 120 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagor by James W. Norton and wife, by deed dated the day of February, 1954, and to be duly filed for record among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the

mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Three Thousand (\$3,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Casper A. Shook (SEAL)
Casper A. Shook

Thomas L. Kesch

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 9th day of February in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Casper A. Shook, single

and he acknowledged, the foregoing mortgage to be his act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper in like manner, make oath that he is the President, and agent or attorney for said company, and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



Subscriber
Notary Public

Compared and Mailed *Success*
To *J. L. Richards Atty. City*
Feb 24 1954

LIBER 302 PAGE 494

FILED AND RECORDED FEBRUARY 11th 1954 at 3:30 P.M.

PURCHASE MONEY

Chase Mortgage, Made this 11th day of February,

in the year Nineteen Hundred and Fifty -four, by and between

Robert R. Robinette and Mary A. Robinette, his wife,

of Allegany County, in the State of Maryland

part ies of the first part, hereinafter called mortgagor s, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of

EIGHT HUNDRED AND FIFTY-SIX Dollars,

which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of Ten Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

Lots Nos. 7 and 8 as shown on a Plat of Robinette's First Addition Amended, situated on McMullen Boulevard in said Addition in District No. 6 in Allegany County, State of Maryland, said two lots being described as a whole as follows:

BEGINNING AT A CONCRETE MARKER STANDING on the westerly side of McMullen Boulevard, and which is at the Northeastly corner of McMullen Boulevard and West Robinette Avenue, and running with the westerly side of McMullen Boulevard North 15 degrees East 80 feet to the end of the fourth line of Lot No. 9 of said Addition, and with it reversed North 75 degrees West 120 feet to the Easterly side of Lance Street and with it South 15 degrees West 80 feet to West Robinette Avenue, and with it South 75 degrees East 120 feet to the point of BEGINNING.

This being the same property which was conveyed by

Arnest O. Robinette and Elizabeth V. Robinette, his wife, unto the said Robert R. Robinette and Mary A. Robinette, his wife, by deed, dated February 5, 1954, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein, this being a purchase money mortgage.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred Dollars (\$500) nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 86, section 2, of the Annotated Code of Maryland.

The said mortgagor^s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s. their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor^s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor^s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor^s, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor^s their representatives, heirs or assigns.

And the said mortgagor s. their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

of Eight Hundred and Fifty-six Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, control or suffer no waste, impairment or deterioration of said property, or any part thereof, and

upon the failure of the mortgagors to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagors.

Attest:

Rosalie A. Crabtree

Robert R. Robinette (SEAL)
Robert R. Robinette

Mary A. Robinette (SEAL)
Mary A. Robinette

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 11 day of February
in the year nineteen hundred and fifty four, before me, the
subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert R. Robinette and Mary A. Robinette, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Thomas Lohr Richards,
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due
form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Rosalie A. Crabtree
Notary Public.

Compared and Matched *James E. Earl & Mary Atty City*
Feb 27 5

FILED AND RECORDED FEBRUARY 13 1954 at 9:10 A.M.

This Mortgage, Made this 11 day of February
in the year Nineteen Hundred and Fifty -four, by and between
John Floyd Robertson and Dorothy Elizabeth Robertson, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

Edgar S. Rice and Odell H. Rice, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the Parties of the first Part are justly and bona-
ridely indebted unto the Parties of the second Part in the full
and just sum of five hundred fifty (\$550.00) Dollars, and which
said sum shall bear interest at the rate of six per cent (6%)
per annum, and which said principal sum and interest shall be
repaid in equal monthly instalments of twenty (\$20.00) Dollars
each, out of which said payments first shall be computed and
deducted the interest upon the principal sum or any unpaid bal-
ance thereof, and the balance of said payment to be applied to
the reduction of said principal sum; the first of which payments
shall be made one (1) month from the date hereof and monthly
thereafter on the same day of each succeeding month until the
said principal sum and interest shall have been fully paid, with
the right reserved unto the Parties of the first Part to prepay
any or all of said principal sum and interest at any time prior
to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said
John Floyd Robertson and Dorothy Elizabeth Robertson, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
Edgar S. Rice and Odell H. Rice, his wife, their

heirs and assigns, the following property, to-wit:

ALL that piece or parcel of land lying in Allegany County,
Maryland, in Election District No. 2, and more particularly
described as follows, to-wit:

BEGINNING for the same at a planted stone at the end of the
third line of the property sold to Samuel T. Headley and Lucy Alma
Headley, his wife, by deed dated the 22nd day of May, 1940, and
recorded among the Land Records of Allegany County, Maryland, in
Liber No. 186, folio 545, said stone marked No. 2 and being South
53 degrees West 4 perches from the end of the 38th line of the
Original Big Spring Resurveyed (1842) on the West bank of the
road leading to Twiggstown from the State Road on the West side of
Warrior's Mountain and North 3 degrees East 35 perches from the
beginning of Samuel T. Headley's property and part of the Original

Survey at a point on the Northeast corner of John Robertson's lot and running with the said third line reversing it, North 70.25 degrees West 72 perches to an iron stake about 38 feet from the fifteen Mile Run, said stake being at the end of the 25th line of the Original Survey; thence North at the point of the needle, 34 perches to two black oaks marked with five notches each; thence North 30 degrees East 12 perches to a stone; thence South 68 degrees East 74 perches to a stone marked No. 1 on the West bank of the aforesaid Twiggstown Road; thence South 7 degrees West 40.5 perches to the place of beginning, said parcel containing twenty (20) acres, more or less. The survey from which this description is taken was made by John H. Diffinbaugh, May 23, 1940.

THE AFORESAID PROPERTY is the same property conveyed by deed dated the 27th day of February, 1953, by and between Hugh B. Nester and Ada M. Nester, his wife, and John Floyd Robertson and Dorothy Elizabeth Robertson, his wife, and which said deed is recorded among the Land Records of Allegany County, Maryland, in Liber No. 248, folio 65; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said John Floyd Robertson and Dorothy Elizabeth Robertson, his wife, heirs, executors, administrators or assigns, do and shall pay to the said Edgar S. Rice and Odell H. Rice, his wife, their

executors, administrators or assigns, the aforesaid sum of

Five Hundred Fifty (\$550.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

John Floyd Robertson and Dorothy Elizabeth Robertson, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

John Floyd Robertson and Dorothy Elizabeth Robertson, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Edgar S. Rice and Odell H. Rice, his wife, their

heirs, executors, administrators and assigns, or Earl E. Manges

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said John Floyd Robertson and Dorothy Elizabeth Robertson, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said John Floyd Robertson and Dorothy Elizabeth Robertson, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or their
 assigns, the improvements on the hereby mortgaged land to the amount of at least
Five hundred Fifty (\$550.00) Dollars - - - - - Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
 to inure to the benefit of the mortgagee, their heirs or assigns, to the extent
 of ~~XXXXXX~~ their lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest:

Eleanor Rice

Eleanor Rice

John Floyd Robertson [SEAL]

Dorothy Elizabeth Robertson [SEAL]
 Dorothy Elizabeth Robertson

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 11 day of February

in the year nineteen Hundred and Fifty-four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared
 John Floyd Robertson and Dorothy Elizabeth Robertson, his wife,

and each acknowledged the foregoing mortgage to be his and her respective
 act and deed; and at the same time before me also personally appeared
 Edgar S. Rice and Odell M. Rice, his wife,

the within named mortgagee and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Eleanor Rice



Compared and Mailed *Enclosed*
To *Mt. Airy, N.C.*
Feb 24 1954

302 PAGE 500

FILED AND RECORDED FEBRUARY 13 1954 at 10:50 A.M.

This Mortgage. Made this 11th. day of February in the year
Nineteen Hundred and Fifty-four by and between

ELMER A. GLISE and NELLIE N. GLISE, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of TWO THOUSAND AND NO/100 ----- Dollars (\$ 2,000.00) with interest at the rate of SIX per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

TWENTY-FIVE AND 00/100 ----- Dollars, (\$ 25.00) commencing on the 12th. day of March, 1954, and on the 12th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 11th. day of February, 1963, 298. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Elmer A. Glise and Nellie N. Glise, his wife,

do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL those tracts or parcels of land situate, lying and being in the Eighteenth Election District of Allegany County, State of Maryland, containing in the aggregate one hundred and twenty three (123) acres, more or less, and being the same property which was conveyed to the said Elmer A. Glise and Nellie N. Glise, his wife, by deed from The Federal Land Bank of Baltimore, dated January 27, 1942 and recorded in Liber No. 193, folio 175, one of the Land Records of Allegany County, Maryland. Special reference to said deed is hereby made for a full and particular description of said real estate.

ALSO all that adjoining property which was conveyed to the said Elmer A. Clise and Nellie N. Clise, his wife, by deed from Russell H. McCain, Chairman et al., dated July 23, 1952 and recorded in Liber No. 244, folio 191, among said Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

TWO THOUSAND AND NO/100 - - - - - (\$ 2,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Race
Ralph M. Race

Ralph M. Race
Ralph M. Race

Elmer A. Clise (SEAL)
ELMER A. CLISE

Nellie M. Clise (SEAL)
NELLIE N. CLISE

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 11th day of February in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

ELMER A. CLISE and NELLIE N. CLISE, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ^{G. ALVIN KREILING} ~~William H. Kreiling~~, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said ^{G. Alvin Kreiling} ~~William H. Kreiling~~ did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Ralph M. Race
Ralph M. Race Notary Public

Compared and Valued *correct*
To *Mtze City*
Feb 3 1954

FILED AND RECORDED FEBRUARY 13th 1954 at 11:00 A.M.

THIS MORTGAGE, Made this 1st day of ~~January~~ ^{February}, 1954,

by and between MAUDIE ANN HIPSLEY, widow, of Allegany County, Maryland, party of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the party of the first part is justly and bona fide indebted unto the party of the second part in the full and just sum of Five Thousand (\$5,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said party of the first part covenants and agrees to pay in equal monthly installments of Fifty-Five Dollars and Sixty-Five Cents (\$55.65) on account of interest and principal, payments to begin on the 1st day of March, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.



NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the party of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said party of the first part does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that property on Johnson Heights, in Cumberland, Allegany County, Maryland, known as Lot No. Twenty-three of Block No. 9 as shown on a revised plat of Johnson Heights Addition, dated April, 1936 and recorded on May 28th, 1936, among the Land Records of Allegany County, Maryland, and the property hereby conveyed being described as follows:

Facing 35 feet on the Westerly side of St. Marys Avenue, bounded as follows:

BEGINNING for the same at a point along the easterly side of St. Marys Avenue at the division between Lots #22 and 23 of Block #9, said point of beginning being also distant 210 feet measured in a Southerly direction along the westerly side of said St. Marys Avenue from its intersection with the Southwesterly side of Talbot Street and running thence with the Westerly side of Saint Marys Avenue, South 2 degrees 51 minutes West 35 feet thence at right angles to St. Marys Avenue North 87 degrees 09 minutes West 130 feet to the easterly side of a 14½ foot Alley and with it, North 2 degrees 51 minutes East 35 feet to intersect a line drawn North 87 degrees 09 minutes West from the place of beginning, thence reversing said intersecting line South 87 degrees 09 minutes East 130 feet to the place of beginning. (All courses refer to the true meridian).

It being the same property conveyed to James Howard Hipsley, Jr. and Maudie Ann Hipsley, his wife, as tenants by the entireties, by The Johnson Realty Corporation, by deed dated the 15th day of June, 1936, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 175, folio 265; the said James Howard Hipsley, Jr. having died November 30, 1949, title to aforesaid property is now vested solely in Maudie Ann Hipsley, his widow.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining; subject to the restrictions set out in the aforementioned deed of June 16, 1936.

PROVIDED, that if the said party of the first part, her heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of five thousand (\$5,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the party of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which

taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable; and it is covenanted and agreed that in the event the party of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said ~~date~~ ^{sale} shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the party of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said party of the first part, her heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said party of the first part further covenants to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Five Thousand (\$5,000.00) Dollars, and to cause the policy or policies

issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

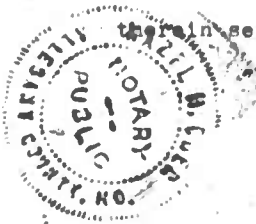
WITNESS the hand and seal of the said mortgagor.

WITNESS:

Ray V. Rose Maudie Ann Hipsley (SEAL)
STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 15th day of February, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared MAUDIE ANN HIPSLEY, WIDOW, and acknowledged the foregoing mortgage to be her act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



Hazel W. Ode
NOTARY PUBLIC
My Commission expires May 2, 1955

Compared and Mailed 10000
To Mtgs City
Feb 24 1954

FILED AND RECORDED FEBRUARY 16th 1954 at 8:30 A.M.

This Mortgage, Made this 15th day of February,
in the year nineteen hundred and fifty-four by and between

WILLIAM R. CARSCADEN and DORIS C. CARSCADEN, his wife,

of Allegany County and the State of Maryland, parties of the first part and the
Western Maryland Building and Loan Association, Incorporated,



WITNESSETH:
a corporation duly incorporated under the Laws of the State of Maryland, party of the second part.

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

FIVE THOUSAND - - - - - 00/100 Dollars, on
- - - Fifty - - - - - Shares of stock, upon the condition that a good and effectual mortgage
be executed by the said parties of the first part to the said Body Corporate, to secure the payment of
the sums of money at the times and in the manner hereinafter mentioned, and the performance of
compliance with the covenants, conditions and agreements herein mentioned, on the part of the said
parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL that ground and premises situated in Dingle District, City of Cumberland, Allegany County, State of Maryland, being Lot No. 29, as shown on Plat entitled "Amended Plat of Properties of The Cumberland Homes Company, Incorporated, Kelly-Springfield Tire Company, et al," dated September 15, 1923, and recorded among the Land Records of Allegany County in Plat Box No. 84 which said Plat is hereby referred to and made a part hereof.

IT being the same property which was conveyed by James A. Perrin et ux to William R. Carscaden et ux by deed dated April 22, 1942, and recorded in Deeds Liber 193, folio 275 among the Land Records of Allegany County, Maryland.

TO HAVE AND TO HOLD the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part, to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of
 - - - - - Five Thousand - - - - - Dollars with five
 per cent interest thereon, payable in 130 monthly payments of not less than \$ 50.00 each,
 on or before the 15th day of each month hereafter until the whole of the said principal debt and
 interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 15th
 day of March, 1954, at the office of the said Western Maryland Building and Loan
 Association, Incorporated. The final payment, if not sooner paid, to be due on the 15th day of December,
 1964.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand - - - - - -00/100 - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

W. Earle Cohen

its, or their duly constituted attorney, to sell the

property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test:

Patty Ann Davis

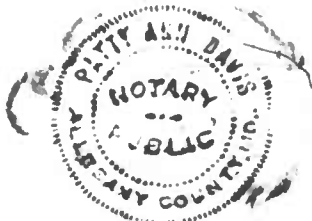
William R. Carscaden (SEAL)
Doris C. Carscaden (SEAL)
 DORIS C. CARSCADEN

State of Maryland,

Allegany County, to wit:

I hereby certify that, on this 15th day of February, 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared William R. Carscaden and Doris C. Carscaden, his wife, and they acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this day of February, 1954



Patty Ann Davis
 Notary Public

LIBER 302 PAGE 509

Compared _____

To *Mary 54*

FILED AND RECORDED FEBRUARY 15th 1954 at 8:50 A.M.

THIS DEED OF RELEASE OF MORTGAGE, Made this day of February, 1954, by Aden Campbell and Madelyn Campbell, his wife, WITNESSETH:

WHEREAS, by Mortgage bearing date May 10, 1951, and recorded in Liber No. 245, folio 681, one of the Mortgage Records of Allegany County, under the hands and seals of Allen E. Conrad and Beatrice A. Conrad, his wife, the ground and premises therein described became limited and assured unto the said Aden Campbell and Madelyn Campbell, his wife, by way of Mortgage, and for the purpose of securing the sum of Eight Hundred (\$800.00) Dollars, together with the interest thereon at the rate expressed in said Mortgage, as will more fully appear by reference thereto, and

WHEREAS, the said Mortgagors have now paid said Mortgage in full, both as to principal and interest and now desire that said Mortgage be released of record to the end that the said Mortgagors may have and hold their property free and clear from the lien thereof.

NOW, THEREFORE, in consideration of the premises and the sum of One (\$1.00) Dollar in hand paid, the receipt of which is hereby acknowledged, the said Aden Campbell and Madelyn Campbell, his wife, do hereby grant and release said Mortgage as above referred to, to the end that the said Allen E. Conrad and Beatrice A. Conrad, his wife, may hold said property as therein described free and clear from the lien thereof as fully and effectively as though said Mortgage had never been executed.

WITNESS our hands and seals the day and year above written.

Aden Campbell (SEAL)
Aden Campbell

WITNESS:

Norma J. Hansen

Madelyn Campbell (SEAL)
Madelyn Campbell

STATE OF MARYLAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on the *12th* day of February, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Aden Campbell and Madelyn Campbell, his wife, and each acknowledged the foregoing Deed of Release of Mortgage to be their act and deed.

WITNESS my hand and Notarial Seal the day and year

above written.



Naama J. Laxagan
Notary Public
Comm. expires May 2-1955

Compared and Mailed *Naama J. Laxagan*
To *Notary Public City*
March 9 1954

FILED AND RECORDED FEBRUARY 15" 1954 at 8:50 A.M.

This Mortgage, made this *13th* day of February, in the year Nineteen Hundred and fifty-four, by and between

Allen E. Conrad and Beatrice A. Conrad, his wife,

hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and

W. Wallace McKaig,

hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Three Thousand (\$3,000.00) Dollars, which said indebtedness, together with the interest thereon at the rate of Five per centum (5%) per annum, is payable three years after date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Thirty-Five (\$35.00) Dollars each month on account of the principal and interest as herein stated, the interest to be computed semi-annually and deducted from said payments at the rate aforesaid, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All those lots or parcels of ground situated in Election District No. 29 in Allegany County, State of Maryland, which are known and designated as Lots Nos. 96 and 97 on the Plat of the "Lands of Lewis Heirs and Lewis First Addition, Winchester Road", which Plat is filed among the Land Records of Allegany County, Maryland, in Map Case No. 145 and which said lots are particularly described as follows, to-wit:

LOT NO. 96: BEGINNING for the same at a point on the Northerly side of Centre Street at the end of the boundary line between Lots Nos.

95 and 96, of said Plat and running thence along the boundary lines between said Lots Nos. 95 and 96, North 3 degrees 40 minutes East 150 feet to Lot No. 93, thence along a portion of the boundary of Lot No. 93, North 86 degrees 20 minutes West 59 feet to the end of the boundary line between Lots Nos. 96 and 97 of said Plat, thence along the boundary line between Lots Nos. 96 and 97 of said Plat, South 3 degrees 40 minutes West 150 feet to the Northerly side of Centre Street, and thence along the Northerly side of Centre Street, South 86 degrees 20 minutes East 59 feet to the point of beginning.

LOT NO. 97: BEGINNING for the same at the Northeasterly intersection of Centre Street and "A" Avenue and running thence along the Northerly side of Centre Street, South 86 degrees 20 minutes East 59 feet to Lot No. 96, thence on the boundary line between Lots Nos. 96 and 97, North 3 degrees 40 minutes East 150 feet to Lot No. 93, thence along the boundary line between Lots Nos. 93 and 97, North 86 degrees 20 minutes West 59 feet to "A" Avenue, thence along the Easterly side of "A" Avenue, South 3 degrees 40 minutes West 150 feet to the place of beginning.

It being the same two lots or parcels of ground which were conveyed unto the said Mortgagors by William T. Lewis and Edward Lewis, Attorneys in Fact, by the following deeds: Deed dated May 1, 1951, and recorded in Liber No. 233, folio 712, and deed dated May 13, 1952, and recorded in Liber No. 241, folio 574, and deed dated May 13, 1952, and recorded in Liber No. 246, folio 259, all of the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid

Three Thousand (\$3,000.00) Dollars

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least

Three Thousand (\$3,000.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest:

George R. Hughes

Allen E. Conrad

Allen E. Conrad

(SEAL)

Beatrice A. Conrad

Beatrice A. Conrad

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 13th day of February, in the year

19 54, before me, the subscriber, a Notary Public of the State of Maryland,
in and for said County, personally appeared, Allen E. Conrad and Beatrice A. Conrad,
his wife,

the within named Mortgagor s, and acknowledged the foregoing mortgage to be their
act and deed. ~~And~~ at the same time, before me, also personally appeared W. Wallace McKaig

the within named Mortgagee, and made oath in
due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



George R. Hughes, Jr.
Notary Public

Compared and Mailed Recd
To Walter Rudmont, A. U.
March 20 19 54

FILED AND RECORDED FEBRUARY 15th 1954 at 8:30 A.M.

PURCHASE MONEY

This Mortgage, Made this Twenty-ninth day of December, -----
in the year Nineteen Hundred and Fifty -three -----, by and between
JAROLD SEABER, (unmarried), -----

of Westernport, Allegany County, ~~Germany~~ in the State of Maryland,
party of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST
VIRGINIA, a corporation organized under the National Banking Laws,

party of the second part, WITNESSETH:

Whereas, the said Jarold ~~X~~ Seaber, party of the first part, is
indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST
VIRGINIA, in the just and full sum of THIRTY-ONE HUNDRED (\$3100.00)
DOLLARS, as evidenced by his negotiable, promissory note, of even date
herewith, payable on demand to the order of the said THE FIRST NATION-
AL BANK, OF PIEDMONT, WEST VIRGINIA, for said sum of THIRTY-ONE HUND-
RED (\$3100.00) DOLLARS, with interest from date, at said BANK, and to
be repaid in sums of not less than THIRTY-FIVE (\$35.00) DOLLARS per
month until the entire amount of principal and interest of said note
has been fully paid; to secure the payment of which said sum of Thirty-
one hundred (\$3100.00) dollars, with interest as aforesaid, these pre-
sents are executed;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Jarold J. Seaber -----

doth give, grant, bargain and sell, convey, release and confirm unto the said -----
THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

and assigns, the following property, to-wit:

All that piece or parcel of land situate, lying and being in the Town of Westernport, Allegany County, Maryland, and particularly described as follows:

All of that lot or parcel of real estate situate and located in Hammond's Addition to the Town of Westernport, Allegany County, State of Maryland, known as Lot Number Eighty-seven (87) on Vine Street on the plat of said Addition, BEGINNING for said parcel at the end of the first line of Lot Number Eighty-six (86) and running thence north 33 degrees East Fifty (50) feet; thence North 57 degrees West One hundred and twenty-five (125) feet; thence South 33 degrees West Fifty (50) feet; thence South 57 degrees East One hundred and twenty-five (125) feet to the place of beginning; and being the same property which was conveyed to the said Jarold J. Seaber by Edward J. Ryan and Earl E. Mangee, Trustees in No. 23, 308 Equity in the Circuit Court of Allegany County, Maryland, by Deed, dated December 23rd, 1953, and to be recorded among the Land Records of said Allegany County, Maryland, prior to the recording of this Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Jarold J. Seaber, party of the first part, his ----- heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors or assigns, the aforesaid sum of THIRTY-ONE HUNDRED DOLLARS, together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his ----- part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Party of the first part -----

----- may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Party of the first part -----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said -----

THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~NOTARY PUBLIC~~ and assigns, or Harvey K. Drane, its _____
 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
 time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
 and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
 or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
 days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
 berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
 from such sale to apply first to the payment of all expenses incident to such sale, including all
 taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
 to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Jarold F. Seaber, his

_____ heirs or assigns, and
 in case of advertisement under the above power but no sale, one-half of the above commission
 shall be allowed and paid by the mortgagor. his _____ representatives, heirs or assigns.

And the said Jarold F. Seaber, party of the first part, _____

_____ further covenants to
 insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
 Company or companies acceptable to the mortgagee or its successors or assigns.

~~upon~~ the improvements on the hereby mortgaged land to the amount of at least _____
Thirty-one hundred (\$3100.00) _____ Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire,
 to inure to the benefit of the mortgagee its successors ~~him~~ or assigns, to the extent
 of its or _____ their lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

J. Bernard Mayhew Jr. Jarold F. Seaber [SEAL]
Jarold F. Seaber

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I hereby certify. That on this 30th day of December,

in the year nineteen Hundred and Fifty-three _____, before me, the subscriber,
WEST VIRGINIA,
 a Notary Public of the State of ~~Marshall~~ in and for said County, personally appeared Jarold
F. Seaber, (unmarried), _____

and _____ acknowledged the foregoing mortgage to be his _____

act and deed; and at the same time before me also personally appeared J. B. Detarman,
Cashier of THE FIRST NATIONAL BANK, OF FIDMONT, WEST VIRGINIA,

the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission expires

February 7th 1961

J. Bernard Mayhew Jr.
 Notary Public.

Compared and Mailed *correct*
 To *Mtge Keyser Sh Va.*
March 9 19 54

FILED AND RECORDED FEBRUARY 15" 1954 at 8:30 A.M.

This Mortgage. Made this 11 day of February
 in the year Nineteen Hundred and Fifty Four, by and between
 Ellison Courtney and Rosezella Mae Courtney, his wife, hereinafter
 called Mortgagors, which expression shall include their heirs,
 personal representatives, and assigns, where the context so admits
 or requires, of Allegany County, in the State of Maryland
 part ies of the first part, and THE NATIONAL BANK OF KEYSER, WEST VA., a
 corporation, hereinafter called Mortgagee, which expression shall
 include its personal representatives, successors and assigns, where
 the context so admits or requires,
 of Mineral County, in the State of West Virginia,
 part y of the second part, WITNESSETH:

Whereas, The said Mortgagors now stand indebted unto the said
 Mortgagee in the full and just sum of SEVEN HUNDRED (\$700.00) DOLLARS,
 as evidenced by their promissory note of even date herewith, payable
 on demand after date, with interest from date at the rate of Six (6)
 per cent per annum, and on the face of which note is the following:
 "A minimum of \$ 2500 to be paid on this note each month, but
 notwithstanding the balance due on the note with interest may be
 called at any time".

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
 of, together with the interest thereon, the said Ellis Courtney and Rosezella Mae
Courtney, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

the National Bank of Keyser, West Virginia, a corporation,
 its successors
 and assigns, the following property, to-wit:

All that certain lot or parcel of
 land situate near the village of McCoole, Allegany County, State of
 Maryland, being more particularly bounded and described as follows,
 to-wit:

BEGINNING at a small stone in the line of the right
 of way of the Western Maryland Railway Company and, also in an
 original line of the entire tract formerly owned by Thomas Dixon
 and running, thence with said line S. 62 deg. E. 72 feet to a fence

post; thence S. 15 deg. 30' West 182 feet to a post; thence N. 65 deg. 30' West 179 1/2 feet to a point in a line of a lot sold by Thomas Dixon to Mrs. Mooman; thence with said line, N. 47 deg. 30' East 139 feet to the BEGINNING, containing 88 square poles, more or less.

ALSO, all right, title and interest in and to a certain right of way extending from the above conveyed parcel of land to the Potomac River over the strip of land owned by William M. Dixon lying between the parcel of land hereby conveyed and the Potomac River.

Being the same real estate conveyed to Ellison Courtney and Rosezella Mae Courtney, his wife, by deed from Claude C. Miers and Julia M. Miers, his wife, which deed is dated the 5th day of July, 1946 and is recorded in Liber R.J. No. 210, Folio 124 One of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Ellison Courtney and Rosezella Mae Courtney, his wife ^{their} heirs, executors, administrators or assigns, do and shall pay to the said The National Bank of Keyser, W. Va., a corp. its successors

~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of SEVEN HUNDRED (\$700.00)

Dollars, in manner and form as hereinbefore provided, and especially the monthly payments of \$ _____ as herein set forth.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on ^{their} part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Ellison Courtney and Rosezella Mae Courtney, his wife, their heirs

or assigns _____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Ellison Courtney and Rosezella Mae Courtney, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said The National Bank of Keyser, West Virginia, a corporation, its personal representatives successors,

~~being executors, administrators and assigns, or~~ James H. Swadley, Jr., his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

BR 302 1001

matured or not; and as to the balance, to pay it over to the said Ellison Courtney and Rosezella Mae Courtney, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said Ellison Courtney and Rosezella Mae Courtney, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

--- Seven Hundred ---

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~heirs~~ or assigns, to the extent of \$1.00 the lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

[Signature]

Ellison Courtney [SEAL]

Rosezella Mae Courtney [SEAL]

THE NATIONAL BANK OF KEYSER, W. VA. [SEAL]
a corporation.

BY *[Signature]*
Joseph E. Patchett, Its President.

West Virginia,

State of Maryland.

Mineral
Baltimore County, to-wit:

I hereby certify, That on this 11th day of February

in the year nineteen Hundred and Fifty Four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared Ellison Courtney and Rosezella Mae Courtney, his wife, whose names are signed to the writing hereto bearing date the 11th day of February, 1954 and being the within names Mortgagors,

and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared Joseph E. Patchett, President of the National Bank of Keyser W. Va. a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission expires Aug 9, 1954

[Signature]
Notary Public.

Aug. 26 "1954

For value received, the National Bank of Keyser, a corporation hereby releases the within foregoing mortgage.

Witness the hand of the corporation by its President and its Corporate Seal attested by its Cashier the day and year above written.

(Corporate Seal)
attest: J. Lee Temple
Cashier

The National Bank of Keyser,
a corporation.
P. J. Davis,
President

8-27-54

Compared and Mailed *seems E*
To *Mtgee Piedmont Ala*
March 9 1954

LIBER 302 PAGE 515

FILED AND RECORDED FEBRUARY 15 1954 at 11:20 A.M.

This Mortgage. Made this Fifteenth day of February
in the year Nineteen Hundred and Fifty Four -----, by and between

Mary Alice McCulloh, widow, -----

of Allegheny ----- County, in the State of Maryland

part Y of the first part, and Harry McCulloh Jr., -----

of Mineral ----- County, in the State of West Virginia -----

part Y of the second part, WITNESSETH

Whereas, the said party of the first part is indebted unto the said party of the second part for money borrowed in the sum of FIVE THOUSAND DOLLARS (\$5,000.00), as evidenced by the Promissory Note of the said party of the first part of even date herewith, made payable unto the order of the said party of the second part ON DEMAND in the amount of FIVE THOUSAND DOLLARS (\$5,000.00) with interest at the rate of Six Percent (6%) per Annum, and

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part ----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, his -----

heirs and assigns, the following property, to-wit:

All of Lots Numbers Six (6), Seven (7), Eight (8), and Nine (9), of Lots Numbers Four (4) and Five (5), of Twigg's Addition to Cumberland, Allegheny County, Maryland, as described more particularly in that certain deed from Robert T. Powell et ux., to Harry McCulloh Sr., and Mary Alice McCulloh, his wife, dated September 30, 1942, and recorded among the Land Records of Allegheny County, Maryland, in Liber No. 194, Folio 396, the title of which property became vested in the said Mary Alice McCulloh, the party of the first part, upon the death of her husband. ---

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her -----

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, his -----

executor, administrator or assigns, the aforesaid sum of -----

FIVE THOUSAND DOLLARS (\$5,000.00) -----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said -----

party of the first part, her -----

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part

hereby covenant to pay when legally demandable:

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, his

heirs, executors, administrators and assigns, or Horace P. Whitworth Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

party of the first part, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said party of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

FIVE THOUSAND DOLLARS Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Horace P. Whitworth Jr. Mary Alice McCulloh (SEAL)
Mary Alice McCulloh

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this Fifteenth day of February in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Mary Alice McCulloh, Widow

and did acknowledged the foregoing mortgage to be her voluntary act and deed; and at the same time before me also personally appeared

Harry McCulloh Jr.



the within mortgagor, and made oath in due form of law, that the consideration in said

Mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Myrtle Hyde
Notary Public.

Compared and ~~Went~~ Delivered
To *Bro H Leppa City City*
March 9 1954

FILED AND RECORDED FEBRUARY 16th 1954 at 12:05 P.M.

This Mortgage, Made this 15th day of FEBRUARY in the
year Nineteen Hundred and fifty-four by and between

Anthony J. Lagratta and Ella M. Lagratta, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seven Thousand 00/100 - - - (\$7000.00) - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-four 31/100 - - - (\$44.31) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the southerly side of Michigan Avenue known and designated as Lots Nos. 22 and 23 in Brookeland Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded



in Plat Case Box No. 114 among the Land Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same on the southerly side of Michigan Avenue at the end of the first line of Lot No. 21 in said addition, and running then with said avenue South 54 degrees 30 minutes East 90 feet, then South 35 degrees 30 minutes West 130 feet to the northerly side of an alley, then with said alley North 54 degrees 30 minutes West 90 feet to the end of the second line of said Lot No. 21, and then with said second line reversed North 35 degrees 30 minutes East 130 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Alfred Fairhall and Maxine Helen Fairhall, his wife, dated the 7th day of August, 1951 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 234, folio 674.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs

or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand 00/100 - - - - (\$7000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hands and seals of said mortgagors.

Attest:

  [SEAL]
Anthony J. Lagratta
 [SEAL]
Ella M. Lagratta

State of Maryland,

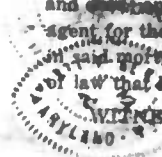
Allegany County, to-wit:

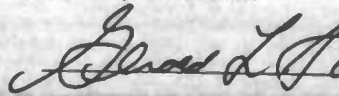
I hereby certify, That on this 15TH day of FEBRUARY

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Anthony J. Lagratta and Ella M. Lagratta, his wife, the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed and at the same time before me also personally appeared George W. Legge, Attorney and agent for the said named mortgagee and made oath in due form of law, that the consideration said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.




Notary Public.

FILED AND RECORDED FEBRUARY 16th 1954 at 12:05 P.M.

This Mortgage. Made this 15th day of FEBRUARY in the
year Nineteen Hundred and fifty-four by and between

William A. Brown and Eva M. Brown, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Two Thousand Eight Hundred Twenty-five 00/100 - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-six 87/100 - - (\$26.87) - - - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All those lots or parcels of ground on the southeasterly
side of Lehigh Street, Cumberland, Allegany County, Maryland, known
and designated as parts of Lots Nos. 23 and 24 in Riverview Addition
to Cumberland, a plat of which said addition is recorded in Liber
108, folio 739, one of the Land Records of Allegany County, Maryland,
which said parcels are more particularly described as a whole as
follows, to-wit:

Beginning for the same at a point on the southeasterly side
of Lehigh Street, said point being also at the intersection of a
12 foot alley and Lehigh Street, said point also being North 7 degrees
10 minutes East 110 feet from the intersection of the Southeasterly
side of Lehigh Street and the northeasterly side of Water Street, and
running then along Lehigh Street South 7 degrees 10 minutes West 25
feet, then South 82 degrees 50 minutes East 50 feet to the division
line between Lots Nos. 24 and 25 of said addition, then with said



division line North 7 degrees 10 minutes East 25 feet to a 12 foot alley, and then with said alley North 82 degrees 50 minutes West 50 feet to the place of beginning.

Being the same property which was conveyed by Carl L. Firlie and Vincent G. Firlie, Executors, et al., to William A. Brown and Eva S. Brown, his wife, by deed dated the 8th day of March, 1946 and recorded among the Land Records of Allegheny County, Maryland in Liber 207, folio 466.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount

of at least ~~Two Thousand Eight Hundred Twenty-five~~ 60/100 - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge

William A. Brown [SEAL]
WILLIAM A. BROWN

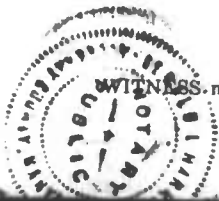
Eva M. Brown [SEAL]
Eva M. Brown

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 15TH day of FEBRUARY in the year nineteen Hundred and Fifty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

William A. Brown and Eva M. Brown, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNES my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and Stated correct
To Earl C. City
March 19 54

LIBER 302 PAGE 528

FILED AND RECORDED FEBRUARY 16th 1954 at 9:00 A.M.

This Mortgage, Made this 12th day of February

in the year Nineteen Hundred and fifty-four

by and between

-----POSTER L. BITTNER and CLARA H. BITTNER, his wife-----



of Allegany County, in the State of Maryland,

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

xx Frostburg, Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

FIVE THOUSAND ONE HUNDRED- - - - -00/100 DOLLARS (\$5,100.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party

of the second part, its successors ~~and~~ and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated in the Town of Ellerslie, Allegany County, Maryland, known as Lot No. 5 of the First Extension of Andrew Ramsay's Addition, which lot is more particularly described as follows, to wit:

BEGINNING for the same at a point on the westerly side of Church Street at the end of the first line of Lot No. 4 (said point being North two degrees forty-five minutes West two hundred feet from the intersection of the westerly side of Church Street with the northerly side of Hopkins Street) and running thence with the westerly side of Church Street North two degrees forty-five minutes West fifty feet; thence South eighty-seven degrees fifteen minutes West one hundred feet to a twelve foot alley; thence with said alley South two degrees forty-five minutes East fifty feet to the end of the second line of said lot No. 4; thence reversing said second line North eighty-seven degrees fifteen minutes East one hundred feet to the place of beginning.

IT being the same property which was conveyed by Michael S. Heiskell et ux to Foster L. Bittner et ux, by deed dated February 24, 1953, and recorded in Deeds Liber No. 248, folio 49, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, ~~their~~ heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

~~or assigns~~ or assigns, the aforesaid sum of

FIVE THOUSAND ONE HUNDRED- - - - -00/100 DOLLARS (\$5,100.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~and assigns~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least FIVE THOUSAND ONE HUNDRED 00/100 (\$5,100.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~and~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: (as to Both)

Edith M. Todd

Foster L. Bittner

FOSTER L. BITTNER

[Seal]

Clara H. Bittner

CLARA H. BITTNER

[Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 12th day of February

in the year nineteen hundred and fifty-four, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

FOSTER L. BITTNER and CLARA H. BITTNER, his wife

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG,
Cashier of the Frostburg National Bank,
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and further made oath that he is
the cashier of the said Bank and duly authorized by it to make this
affidavit.
WITNESS my hand and Notarial Seal the day and year aforesaid.



F. Earl Kreitzburg

Notary Public

Compared and ~~view~~ Delivered To
Mt. City
March 9, 1954

FILED AND RECORDED FEBRUARY 16th 1954 at 2:00 P.M.

This Mortgage, Made this 15th day of

February in the year nineteen hundred and Fifty-four, by and between
DONALD M. EMERICK and PEGGY A. EMERICK, his wife

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said Donald M. Emerick and Peggy A. Emerick, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of TWO
THOUSAND FIVE HUNDRED (\$2500.00) Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on MARCH 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said Donald M. Emerick and Peggy A. Emerick, his wife

do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of ground known as Lot No. 46 and the adjoining one-half of Lot No. 47 as shown on the plat of Andrew Ramsay's Addition to the Town of Ellerslie, in Allegany County, Maryland, and recorded in Liber No. 131, folio 725, one of the Land Records of Allegany County, and more particularly described as follows, to-wit:

BEGINNING for the same at the point of intersection of the Northeast side of Short Street and the Southeast side of Stevenson Street and running thence with the Southeast side of Stevenson Street (Magnetic Bearings and distances as of said plat) North 26 degrees and 20 minutes East, 75 feet, thence leaving Stevenson Street and at right angles to the said Stevenson Street, South 63 degrees and 40 minutes East 100 feet to the Northwest side of an alley, thence with the Northwest side of the said alley and parallel to Stevenson Street, South 26 degrees and 20 minutes West 75 feet to the point of intersection of the Northwest side of the aforesaid alley with the aforementioned Northeast side of Short Street, thence with the Northeast side of Short Street, North 63 degrees and 40 minutes West 100 feet to the beginning.

It being the same property which was conveyed unto the said Donald M. Emerick and Peggy A. Emerick, his wife, by Duane Francis Shaffer and Betty Louise Shaffer, his wife, by deed dated the 15th day of February, 1954, and to be recorded simultaneously with this mortgage among the Land Records of Allegany County.

This mortgage is given to secure a part of the purchase money of the above described property and is, therefore, a Purchase Money Mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Twenty-five hundred ----- Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George H. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Twenty-five hundred ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Donald M. Emerick (SEAL)
Donald M. Emerick

Thomas L. Keach Peggy A. Emerick (SEAL)
Peggy A. Emerick

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 15th day of February in the year nineteen hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Donald M. Emerick and Peggy A. Emerick, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



Geo A. Siebert
Notary Public

Compared and correct
To Geo H. Legge Atty City
March 9 1954

FILED AND RECORDED FEBRUARY 16th 1954 at 12:05 P.M.

PURCHASE MONEY

This Mortgage, Made this 15TH day of FEBRUARY in the year Nineteen Hundred and fifty-four by and between

Richard L. Close and Nina M. Close, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eight Thousand 00/100 - - - - (\$8000.00) - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Fifty 64/100 - - - - (\$50.64) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being in the Town of Ellerslie, Allegany County, Maryland known and designated as part of Lot No. 12 and whole Lot No. 13 and part of Lot No. 26 and whole Lots Nos. 27 and 28 and whole Lots Nos. 43, 44 and 45 in Andrew Ramsey Company's Addition to the Town of Ellerslie, Maryland, a plat of which said addition is recorded in Liber 131, folio 725 one of the Land Records of Allegany County, Maryland, which said parcels are more particularly described as follows, to-wit:

PART OF LOT NO. 12 AND WHOLE LOT NO. 13: Beginning for the same on the southerly side of State Road running from Cumberland to Ellerslie, Maryland at a point 25 feet distant from the place of beginning of Lot No. 12 of the Andrew Ramsey Company's Addition to the Town of Ellerslie in Allegany County, Maryland designated as parcel No. 1 in a deed from Pearl McDonald and Charles J. McDonald, her husband to George Allen Cook and Bertha B. Cook, his wife, dated May 2, 1946, which is recorded in Liber 208, folio 601 one of the Land Records of Allegany County, Maryland, said point being on the first line of said deed and continuing with the first line of said deed a distance of 25 feet, then continuing with said State Road North 10 degrees 25 minutes East 50 feet, then South 79 degrees 25 minutes East 100 feet to the northerly side of a 12 foot alley, then with said alley South 10 degrees 35 minutes West 47.2 feet to a stake and continuing with said alley South 9 degrees 4 minutes West 21 feet 5 inches and then at right angles to said alley and bisecting Lot No. 12 100 feet to the place of beginning.

PART OF LOT NO. 26 AND WHOLE LOTS NOS. 27 AND 28: Beginning for the same at the intersection of the northwesterly side of Stevenson Street and the southerly side of Short Street, and running then with said Stevenson Street South 26 degrees 20 minutes West 161.33 feet, then North 80 degrees 56 minutes West 70 feet to a 12 foot alley, then in a northeasterly direction along and with said alley approximately 126.75 feet to the end of the division line between Lots Nos. 27 and 28, then continuing with said alley North 26 degrees 20 minutes East 50 feet to the southerly side of Short Street, and then with Short Street South 63 degrees 40 minutes East 100 feet to the place of beginning.

WHOLE LOTS NOS. 43; 44 AND 45: Beginning for the same at the southeasterly side of Stevenson Street and at the end of the first line of Lot No. 42 in said addition, said point being distant 150 feet from the intersection of the southerly side of Short Street and the southeasterly side of Stevenson Street and running then with Stevenson Street North 26 degrees 20 minutes East 150 feet to the southerly side of Short Street, then with said Short Street South 63 degrees 40 minutes East 100 feet to an alley, then with said alley South 26 degrees 20 minutes West 150 feet to the end of the second line of said Lot No. 42 and then with said second line reversed North 63 degrees 40 minutes West 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ellis E. Dash and Maxine Dash, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland simultaneously with the recording of these presents.

And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand 00/100 - - - - (\$8000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said Insurance and collect the premiums thereon with interest as part of the mortgage debt.

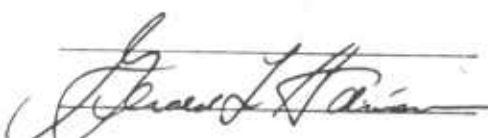

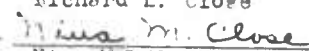
And the said mortgagors, as additional security for the payment of the Indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no

waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors; their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

  [SEAL]
Richard L. Close
 [SEAL]
Nina M. Close

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 15TH day of FEBRUARY

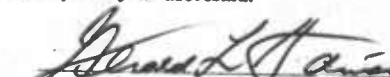
in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Richard L. Close and Nina M. Close, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.


Notary Public.

Compared and Matched *100%*

To *Mtgee City*
March 19 54

LIBER 302 PAGE 534

FILED AND RECORDED FEBRUARY 17th 1954 at 10:20 A.M.

THIS MORTGAGE, Made this 15th day of February, 1954, by and between CHARLES W. SEASHOLTZ and MARIE D. SEASHOLTZ, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Ten Thousand (\$10,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum is part of the purchase price of the property hereinafter described and this mortgage is hereby declared to be a Purchase Money Mortgage, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of not less than Seventy Five Dollars and Ninety Cents (\$75.90) beginning on the 15th day of March, 1954, and a like and equal sum of not less than Seventy Five Dollars and Ninety Cents (\$75.90) on the said 15th day of each and every month thereafter, said ~~monthly~~ payments to be applied first to interest and the balance to unpaid principal debt until the 15th day of February, 1964, when the entire unpaid principal debt together with interest due thereon shall become due and payable.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying or the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

PARCEL NO. ONE: ALL that lot, piece, or parcel of land situate, lying, and being along the Northerly side of The Braddock

Road in the City of Cumberland, Allegany County, State of Maryland, and being all of Lots Nos. 15, and 16, and parts of Lots Nos. 22 and 23 of The Cumberland Land Company's "High View Addition" to the said City of Cumberland, and which property is described as a whole as follows, to-wit:

BEGINNING for the same at an iron pin standing at the Northwesterly corner of the aforesaid Lot No. 22, said corner forming the intersection of the Southerly side of a 15-foot alley with the Easterly side of Nemacolin Avenue (originally called Highview Avenue); and running thence with the Easterly side of said Nemacolin Avenue, South 40 degrees 00 minutes East 231.67 feet to the Northerly side of The Braddock Road, or Washington Street extended and the end of the first line of all that lot or parcel of land that was conveyed by Thomas L. Myers and Edith D. Myers, his wife, to the State of Maryland for the use of the State Roads Commission by deed dated April 26, 1932, and recorded among the Land Records of Allegany County, Maryland, in liber No. 167, folio 491, and running thence with part of the second line of said parcel, and with the Northerly side of The Braddock Road, North 57 degrees East 100.71 feet to the division line between Lots Nos. 16 and 17 of the aforesaid Addition; thence with said division line and the same extended across the aforesaid Lots Nos. 22 and 23, North 40 degrees 00 minutes West 245 feet to the Southerly side of the aforesaid 15-foot alley; thence with the Southerly side of said 15-foot alley, South 50 degrees 00 minutes West 100 feet to the place of beginning.

PARCEL NO. TWO: ALL of Lots Nos. 17 and 18, and parts of Lots Nos. 22 and 23 of The Cumberland Land Company's "High View Addition" to the City of Cumberland, a plat of which said Addition is recorded in Plat Box 35, and an amended plat of which said Addition is recorded in Plat Box No. 119, of the Land Records of Allegany County, Maryland, which property is described as a whole as follows, to-wit:

BEGINNING for the same at an iron pin standing at the Northeast corner of Lot No. 22, said corner being at a point 200 feet distant from the intersection of the South side of a 15-foot alley with the Easterly side of Nemacolin Avenue; and running thence with the Southerly side of said alley, South 50 degrees West 100 feet to an iron pin; thence South 40 degrees East 243.95 feet (said line extending across Lots Nos. 22 and 23 and merging with and becoming the division line between Lots Nos. 16 and 17 of said Addition) to an iron pin on the Northerly side of Brad-

dock road; thence running with part of the second line of all that lot or parcel of land that was conveyed by Thomas L. Myers, widower, to the State of Maryland by deed dated April 26, 1932, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 167, folio 451, North 57 degrees East 100.71 feet to an iron pin; thence North 40 degrees West 254.60 feet to the place of beginning.

It being the same property conveyed in a deed or even date herewith by Ernest E. McCullough and Zelia E. McCullough, his wife, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Ten Thousand (\$10,000.00) Dollars, together with the interest thereon in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all or which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all or said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the

party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable; and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Ten Thousand (\$10,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

W. H. H. E.

Charles H. Seasholtz (SEAL)
CHARLES H. SEASHOLTZ

Maria D. Seasholtz (SEAL)
MARIE D. SEASHOLTZ

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 15th day of February, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared CHARLES W. SEASHOLTZ and MARIE D. SEASHOLTZ, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



Hazel H. Godes
NOTARY PUBLIC

My Commission expires May 2, 1955

Compared and Mailed *Seems*
To *Mtyle City*
March 10 54

FILED AND RECORDED FEBRUARY 17" 1954 at 3:20 P.M.

This Mortgage, Made this 17th day of February, in the year nineteen hundred and Fifty Four, by and between

Charles Welsh and Mary V. Welsh, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:



Whereas, the said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full and just sum of One Thousand (\$1,000.00) Dollars, for which they have given their promissory note of even date herewith, payable with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Thirty-Five (\$35.00) Dollars.

~~And whereas, this mortgage shall also secure as of the date hereof, future advances made~~ at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that lot or parcel of ground situated on the Northerly side of Sedgwick Street, in the City of Cumberland, Allegany County, Maryland, comprising parts of Lots Nos. 48 and 49 of Section A, in Camp Hill Addition to Cumberland, and particularly described as follows, to-wit:

Beginning for the same at a point on the Northerly side of Sedgwick Street distant South 76 degrees 53 minutes East 66 feet from the intersection of the Northerly side of Sedgwick Street and the Easterly side of East Thackeray Drive, said point being also at the end of 9 feet on the first line of Lot No. 48 of Section A, and running thence with the Northerly side of Sedgwick Street, North 76 degrees 53 minutes West 36 feet; then North 13 degrees 7 minutes East 70 feet; then parallel with Sedgwick Street, South 76 degrees 53 minutes East 36 feet; then South 13 degrees 7 minutes West 70 feet to the place of beginning.

Being the same property conveyed by The Second National Bank of Cumberland, Maryland, Trustee, to the said Charles Walsh et ux by deed dated September 7, 1942, and recorded in Liber No. 194, folio 309, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - - One Thousand (\$1,000.00) - - - - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest,

penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least— - - - - One Thousand (\$1,000.00)— - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors

Attest:

William C. Dudley

Charles Welsh (SEAL)
Charles Welsh
Mary V. Welsh (SEAL)
Mary V. Welsh

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this — 17th — day of February, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Charles Welsh and Mary V. Welsh, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and year above written.



William C. Dudley
Notary Public

Compared and found correct
To Mtgee City
March 10 54

FILED AND RECORDED FEBRUARY 17 1954 at 1:10 P.M.
This Mortgage. Made this 17th day of February
in the year Nineteen Hundred and Fifty-four, by and between

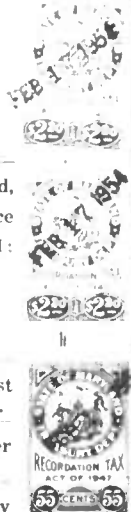
Maurice Winfield Rice and Ethel Vera Rice, his wife,
of Allegany County, in the State of Maryland,
parties of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said Maurice Winfield Rice and Ethel Vera Rice,
do hereby
stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of forty-five hundred and no/100 Dollars (\$ 4500.00), to be paid with interest at the rate of five per cent (5 %) per
annum, to be computed monthly on unpaid balances, in payments of at least
forty-five Dollars (\$ 45.00) per month plus interest; the first of said monthly
payments being due one month from the date of these presents and each and every month there-
after until the whole principal, together with the interest accrued thereon, is paid in full, to secure
which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section
2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted
with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments
thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said Maurice Winfield Rice and Ethel
Vera Rice, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-



their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s

Attest:

Maurice Winfield Rice [SEAL]
Maurice Winfield Rice
Ethel Vera Rice [SEAL]
Ethel Vera Rice

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 17th day of February
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Maurice Winfield Rice and Ethel Vera Rice, his wife,

and each acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared

James A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumber-
land, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and the said

James A. Naughton further made oath in due form of law that he is
the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumber-
land, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Evelyn G. O'Donnell
Notary Public.

Compared and Mailed *recd*
To *Natges City*
March 54

LIBER 3012 PAGE 54

FILED *and* *RECORDED* FEBRUARY 18th 1954 at 12:05 P.M.

This Mortgage, Made this 18th day of February
in the year nineteen hundred and fifty-four by and between

KEITH T. SISK and EDNA L. SISK, his wife,

of Allegany County and the State of Maryland, parties of the first part and the
Western Maryland Building and Loan Association, Incorporated,
a corporation duly incorporated under the Laws of the State of Maryland, party of the second part,
WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- - - - **FOUR THOUSAND** - - - - - and 00/100 - - - Dollars, on
- - - **Forty** - - - - - Shares of stock, upon the condition that a good and effectual mortgage
be executed by the said parties of the first part to the said Body Corporate, to secure the payment of
the sums of money at the times and in the manner hereinafter mentioned, and the performance of and
compliance with the covenants, conditions and agreements herein mentioned, on the part of the said
parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amend-
ments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises
and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell
and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors
or assigns all that lot or parcel of land lying
in the City of Cumberland, Allegany County and the State of Maryland and more particularly described
as follows:

ALL those lots, pieces or parcels of ground lying and being in Cumber-
land, Allegany County, Maryland, which were conveyed by Harold E. Naughton,
Trustee, to Keith T. Sisk et ux by deed dated February 10, 1954, and to be re-
corded among the Land Records of Allegany County, Maryland, prior to the
recording of this mortgage, reference to which deed is hereby specifically made
for a more particular description of said property.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging
or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan
Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make, or cause to be made
the payments, and perform and comply with the covenants, conditions and agreements herein mentioned
on their part to be made and done, then this mortgage shall be void. And the said parties
of the first part hereby covenant and agree with the said Western Maryland Building and Loan
Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of
- - - - **FOUR THOUSAND** - - - - - and 00/100 Dollars with **five**
per cent interest thereon, payable in **84** monthly payments of not less than **\$56.56** each,
on or before the **18th** day of each month hereafter until the whole of the said principal debt and
interest and any future advances as aforesaid are paid, the first monthly payment to be due on the **18th**
day of **March**, **1954**, at the office of the said Western Maryland Building and Loan
Association, Incorporated. The final payment, if not sooner paid, to be due on the **18th** day of **February**,
1961.

It is understood and agreed that the parties of the first part have the right to pay, in addition to
the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in
an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have
been or may be hereafter levied or charged on said property, when and as the same shall become payable
and in default of such payment the said mortgagee may pay the same and charge such sum or sums
against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and
pending the existence of this mortgage, to keep insured by some insurance company or companies accept-
able to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the
amount of at least **Four Thousand** - - - - - (\$4,000.00) Dollars.

And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carscaden its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the part of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test:

Cathy Ann Davis

Keith T. Sisk
KEITH T. SISK
Edna L. Sisk
EDNA L. SISK

(SEAL)

(SEAL)

State of Maryland.

Allegany County, to wit:

I hereby certify that, on this 18th day of February 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Keith T. Sisk and Edna L. Sisk, his wife, and they acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 18th day of February 1954



Cathy Ann Davis
Notary Public

Compared and Mailed *correct*
To *Mtyle City*
March 9 1954

LEER 302 PAGE 546

FILED AND RECORDED FEBRUARY 18 1954 at 3:45 P.M.

THIS MORTGAGE Made This 17 day of February, 1954,
by and between LLOYD L. MILLS and ELOISE A. MILLS, his wife, of
Allegany County, Maryland, parties of the first part, and THE
FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly
organized under the laws of the United States, party of the
second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and
bona fide indebted unto the party of the second part in the full
and just sum of Four Thousand Four Hundred (\$4,400.00) Dollars,
with interest from date at the rate of six per cent (6%) per
annum, which said sum the said parties of the first part covenant
and agree to pay in equal monthly installments of not less than
Thirty Seven Dollars and Thirteen Cents (\$37.13) beginning on
the 17 day of March, 1954, and a like and
equal sum of not less than Thirty Seven Dollars and Thirteen
Cents (\$37.13) on the said 17 day of each and every month
thereafter, said monthly payments to be applied first to interest
and the balance to unpaid principal debt until the 17 day of
February, 1964, when the entire unpaid principal
debt, together with interest due thereon shall become due and
payable.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of
the sum of One (\$1.00) Dollar in hand paid, and in order to secure
the prompt payment of the said indebtedness, together with the
interest thereon, and in order to secure the prompt payment of
such future advances, together with the interest thereon, as may
be made by the party of the second part to the parties of the
first part prior to the full payment of the aforesaid mortgage
indebtedness, and not exceeding in the aggregate the sum of Five
Hundred (\$500.00), and not to be made in an amount which would

cause the total mortgage indebtedness to exceed the original
amount thereof, and to be used for paying of the costs of any
repairs, alterations or improvements to the hereby mortgaged
property, the said parties of the first part do give, grant,
bargain and sell, convey, release and confirm unto the said
party of the second part, its successors and assigns:

ALL that lot, piece or parcel of ground situated,
lying and being along the northerly side of Rayette Street, in
the City of Cumberland, Allegany County, State of Maryland, which
said lot is known as Lot No. "A" on a plat of the Charles Hess

property, dated October 15, 1925, made by Henry W. Schaidt, Surveyor, and recorded in Judgment Record No. 62, folio 210, in the office of the Clerk of the Court for Allegany County, Maryland, and being part of the property which was conveyed to James A. Perrin and Angela M. Perrin, his wife, by George E. Hess and Christine Hess, his wife, by deed dated July 6, 1937, and recorded in Liber No. 178, folio 191, one of the land records of Allegany County, Maryland, in which said deed, Lots "A" and "B", adjoining lots, were conveyed, said Lot No. "A" being more particularly described as follows:

BEGINNING for the same at a point on the northerly side of Fayette Street distant 389 feet measured in a westerly direction along the northerly side of said Fayette Street from its intersection with the westerly side of Wilmont Avenue and running thence with the northerly side of Fayette Street, (as widened to forty feet), North 55 degrees 25 minutes East 41 feet, thence North 35 degrees 20 minutes West 100 feet, thence parallel to Fayette Street, South 55 degrees 25 minutes West 41 feet to intersect a line drawn North 35 degrees 20 minutes West from the place of beginning, thence reversing said intersection line, South 35 degrees 20 minutes East 100 feet to the place of beginning.

EXCEPTING AND RESERVING, however, certain rights-of-ways or driveways for the benefit and enjoyment of an adjoining parcel of land, which said exceptions are fully set out and explained in a certain deed from James A. Perrin and wife to Savilla Mills, which deed is dated August 31, 1938, and recorded in Liber 181, folio 358, one of the Land Records of Allegany County, special reference to which said deed is hereby made for a full and complete recital of said reservations.

It being the same property conveyed to the first parties by George R. Hughes, Trustee, by deed dated the 5th day of June, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber 220, folio 641.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Four Thousand Four Hundred (\$4,400.00) Dollars, together with the interest thereon, in the manner and at

the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party or the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments, and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set

forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Four Thousand Four Hundred (\$4,400.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Lloyd I. Mills (SEAL)
LLOYD I. MILLS

H. C. Landis

Eloise A. Mills (SEAL)
ELOISE A. MILLS

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 17th day of February, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LLOYD I. MILLS and ELOISE A. MILLS, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal.

A. A. Zelnick
Notary Public
My Commission expires May 2, 1955

To *Maryland State City*
March 9, 1954

LIBER 302 PAGE 550

FILED AND RECORDED FEBRUARY 18th 1954 at 8:55 A.M.

This Mortgage, made this *17th* day of February, in the year Nineteen Hundred and fifty-four, by and between

Joseph M. Whetzel and Lula Whetzel, his wife,

hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and

W. Wallace McKaig,

hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Twelve Hundred (\$1200.00) Dollars, which said indebtedness, together with the interest thereon at the rate of Five per centum (5%) per annum is payable three years after date hereof. The said Mortgagors do hereby covenant and agree to make payments of not less than Twenty (\$20.00) Dollars each month on account of the principal and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.



NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that lot or parcel of ground in Allegany County, known as Lot No. 214 in the Mapleside Addition to Cumberland, near the City of Cumberland, Maryland, a plat of which is of record in Equity Case No. 2475 of the Circuit Court for Allegany County, said lot being more particularly described as follows:

BEGINNING at the end of the first line of Lot No. 213 and running with the West side of Pennsylvania Street in Mapleside, South 10 degrees 10 minutes West 50 feet to intersect the beginning of the first line of Lot No. 215, and with the Fourth line of Lot No. 215 reversed, North 79 degrees 50 minutes West 100 feet to a 15-foot alley, and with alley, North 10 degrees 10 minutes East 50 feet to the end of the second line of Lot No. 213, and with it reversed, South 79 degrees 50 minutes East 100 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by William L. Sherman and wife by deed dated the 14th day of November, 1924, and recorded in Liber No. 148, folio 677, one of the Land Records of Allegany County.

ALSO: All that lot of ground in the City of Cumberland, Allegany County, Maryland, situated on Massachusetts Avenue, (formerly Pennsylvania Avenue), known as Lot No. 215 in the Mapleside Addition to Cumberland, and which is described as follows:

BEGINNING for the same at the end of the first line of Lot No. 214, and running with Massachusetts Avenue, South 10 degrees 10 minutes West

50 feet; then North 79 degrees, 50 minutes West 100 feet to a 15-foot alley, and with it, North 10 degrees 10 minutes East 50 feet to the end of the second line of Lot No. 14, and with said second line reversed, South 79 degrees, 50 minutes East 100 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Aaron Lazarus, Jr. by deed dated the 26th day of April, 1946, and recorded in Liber No. 208, folio 467, one of the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid

Twelve Hundred (\$1200.00) Dollars

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least

Twelve Hundred (\$1200.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seals of said Mortgagor s

Attest:

George R. Hughes
George R. Hughes

Joseph M. Whetzel (SEAL)
Joseph M. Whetzel (SEAL)
Lula Whetzel (SEAL)
(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 17th day of February, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Joseph M. Whetzel and Lula Whetzel,
his wife,

the within named Mortgagor s, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig

the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



George R. Hughes
Notary Public

Compared and Stated Survey
To *Nitge Frostburg Md*
March 9 1954

LEER 302 FEB 1954

FILED AND RECORDED FEBRUARY 18th 1954 at 8:30 A.M.

THIS MORTGAGE, Made this _____ day of _____, 19____, by and between
_____, in the State of Maryland, Mortgagor, and THE FIDELITY
SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor _____ justly indebted unto the Mortgagee in the full and just sum of \$_____
which is to be repaid in _____ consecutive monthly installments of \$_____ each, beginning one month from
the date hereof at the office of the said Mortgagee.

NOW THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said
Mortgagor _____ do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground
and premises located in _____, known as _____

and more fully described in a deed from _____, dated _____,
recorded among Land Records at _____, Liber _____, Folio _____.

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances
and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the
said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns,
forever, provided that if the said Mortgagor _____ heirs, executors, administrators or assigns, do _____ and shall pay
or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon
as and when the same shall become due and payable and, in the meantime, do _____ and shall perform all the covenants herein on
part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor _____ may retain possession of the mortgaged
property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and
interest thereon said Mortgagor _____ hereby covenant _____ to pay when legally demandable.

AND, the said Mortgagor _____ further covenant _____ to keep the improvements on the said mortgaged property fully insured
against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some
company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby
secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Dough, its, his or their duly
constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be
necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns, which sale shall be made as follows: By
giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County,
Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of
all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance,
to pay it over to the Mortgagor _____ heirs or assigns, and in case of advertisement but no sale, one-half of the above
commission shall be paid by the Mortgagor _____ representatives, heirs or assigns.

WITNESS _____ hand _____ and seal _____

ATTEST:

[Signature]

Robert E. [Signature] (SEAL)

Ligina H. [Signature] (SEAL)

STATE OF MARYLAND,

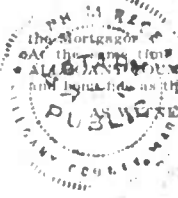
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this _____ day of _____, 19____, before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____

the Mortgagor _____ named in the foregoing mortgage and _____ acknowledged the foregoing mortgage to be _____ act.
of the same. Also appeared _____ Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG,
ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true
and lawful as therein set forth.

WITNESS my hand and Notarial Seal.



Robert E. Dough
Notary Public

FILED AND RECORDED FEBRUARY 18th 1954 at 10:20A.M.

PURCHASE MONEY

This Mortgage. Made this 15th day of FEBRUARY in the
year Nineteen Hundred and fifty-four by and between

Gordon F. Williams and Virginia L. Williams,
his wife.

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First-Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eight Thousand Seven Hundred Fifty 00/100 - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Seventy-one 49/100 - - - - - (\$71.49) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the Southeast side of Second Street between two fifteen foot alleys and directly Southeast of Buchanan Avenue of Narrows Park, First Addition, a plat of the said Addition having been recorded in Plat Book No. 1, page 90, of the Land Records of Allegany County, in Park Heights, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron stake standing at the point of intersection of the Southeast side of Second Street and the Southwest side of a fifteen foot alley, said stake also stands North 51 degrees and no minutes East 290 feet from an iron stake standing at the beginning of the parcel of ground conveyed by The Buchanan-Deal Real Estate Company to Clark T. Kingery et ux by deed dated the 23rd day of November, 1953, and recorded in Liber No. 255, folio 132, one of the Land Records of Allegany County, and running then with the said Southeast side of Second Street, a 35 foot street, South 51 degrees and no minutes West 275 feet to the Northeast side of the aforementioned 15 foot alley; then with the said Northeast side of the alley and 15 feet from and parallel with the last line of the said Kingery deed, South 39 degrees and no minutes East about 1000 feet to the second line of the First Parcel of the whole property, of which this is a part as conveyed by Ezra Deal et ux to The Buchanan-Deal Real Estate Company by deed dated the 11th day of April, 1921, and recorded in Liber No. 136, folio 390, one of the Land Records of Allegany County; then reversing part of the said second line, North 29 degrees and no minutes East about 280 feet or until it intersects a line drawn South 39 degrees and no minutes East from the beginning; then reversing the last named line, North 39 degrees and no minutes West about 100 feet to a locust stake; then still North 39 degrees and no minutes West 382-5/10 feet to a blazed black oak; then still North 39 degrees and no minutes West 540-45/100 feet to the beginning, containing 6-1/3 acres, more or less.



excepting, however, from above description, all rights-of-ways and easements to and over said land, if any, as conveyed by The Buchanan-Deal Real Estate Company to The Buchanan-Deal Water Company by deed dated August 22, 1952, and recorded in Liber No. 243, folio 399, one of the Land Records of Allegany County, Maryland,

BEING the same property which is described in a deed to the parties of the first part by the Buchanan-Deal Real Estate Company of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, it also including the property which was conveyed unto the parties of the first part by deed of Norman O. Wagenschein et ux dated October 29, 1952 which is recorded in Liber No. 245, folio 171 one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand Seven Hundred Fifty 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the

mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Harris

State of Maryland,

Allegany County, to-wit:

Gordon F. Williams [SEAL]
Gordon F. Williams
Virginia L. Williams [SEAL]
Virginia L. Williams

I hereby certify, That on this 15TH day of FEBRUARY

in the year nineteen Hundred and Fifty - four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Gordon F. Williams and Virginia L. Williams, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George L. Harris
Notary Public.

Compared and Mailed *cause*

To *Mrs. Keiser 24.02*
March 9 1954

LIBER 302 PAGE 556

FILED AND RECORDED FEBRUARY 19th 1954 at 8:30 A.M.

This Mortgage, Made this 18th day of February
in the year Nineteen Hundred and Fifty four, by and between
James Harbaugh, single, hereinafter called mortgagor, which expression
shall include his heirs, personal representatives, successors and
assigns, where the context so requires,
of Allegany County, in the State of Maryland
part Y of the first part, and THE NATIONAL BANK OF KEYSER, WEST VIRGINIA,
a corporation, hereinafter called mortgagee, which expression shall
include its personal representatives, successors and assigns, where
the context so requires.
of Mineral County, in the State of West Virginia
part Y of the second part, WITNESSETH:

Whereas, Said Mortgagor now stands indebted unto the said
mortgagee in the full and just sum of THREE THOUSAND SIX HUNDRED
(\$3600.00) DOLLARS, as evidenced by his promissory note of even
date herewith payable on demand after date, with interest from date
at the rate of six (6) per centum, on the face of which note appears
the following: "A minimum of \$44.00 and the interest to be paid on
this note each month, but notwithstanding the balance due on the
note with interest may be called at any time".

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said mortgagor

doth give, grant, bargain and sell, convey, release and confirm unto the said mortgagee,
its personal representatives, successors

~~hereby~~ assigns, the following property, to-wit: All that certain tract or parcel of
land lying on the west side of U. S. Route No. 220, commonly known as the
McMullen Highway, in Election District No. 8 (now No. 31) of Allegany
County, Maryland, and described by metes and bounds as follows, to-wit;
BEGINNING at a set stone, the beginning corner to a tract of 128.6 acres,
a portion of which is contained herein, and beginning corner to that
portion of said tract sold to Henry A. Kimble and wife containing 4.83
acres and in a line of a tract of 345 acres, and running thence with a
line of said 345 acre tract and a tract of 133.1 acres owned by said
Kimble by old call S. 34 deg. 15' E. (M.B. 1903) 22.8 poles to a set stone
in the west boundary line of U. S. Route 220, commonly known as McMullen
Highway; thence with said road line making new division lines southward for
a distance of 30.3 poles with a curve to the left having a radius of
1350 feet (General direction of Long Chord being S. 6 deg. 25' W. M.B. 1944)
thence S. 0 deg. 30' E. 17.5 poles to a set stone in said road line; thence
leaving said road (division lines M. B. 1944) N. 80 deg 30' W. 0.5 poles to
a large apple tree in a wire fence; thence N. 53 deg. 45' W. 44 poles

to a double sugar tree in said fence; thence N. 31 deg. 45' W 4 poles to a double locust in said fence; thence N. 41 deg. 40' W. 12.18 poles to a post at the intersection of another wire fence; thence with or near it N. 7 deg. 00' E. 31.6 poles to a pine tree on a point about 10 feet west of said fence; thence N. 25 deg. 25' W. 14.7 poles to another pine tree; thence N. 38 deg. 45' W. 15.4 poles to an X mark on a large flat rock; thence N. 50 deg. 00' W. 31.3 poles to a set stone on a flat about 30 feet northward from a boulder; thence N. 62 deg. 45' W. 16.6 poles to two white oaks on the east side of an old road; thence N. 41 deg. 50' W. 14.6 poles to a large pin oak tree in a wire fence on the west side of said road; thence running near and along said fence S. 82 deg. 20' W. 21.5 poles to a white oak tree in said fence, with a white oak marked for pointer; thence S. 78 deg. 00' W. 24.8 poles to a hickory tree in said fence; thence S. 83 deg. 00' W. 15 poles to a set stone on the east bank of Deep Hollow Run, located N. 9 deg. 45' W. 6 feet from a pointer marked sugar tree and near the division line of the 345 acres tract and the 128.6 acre tract; thence making division lines through the said 128.6 acre tract crossing said run and a private road N. 9 deg. 45' W. 44.3 poles to a pin oak in a wire fence; thence N. 14 deg. 15' W. 34.7 poles to a set stone with a pine tree marked for pointer; about one pole north of the top of a ridge, sixth corner to a tract of 1.44 acres, sold to Henry A. Kimble and wife on date of Oct. 5, 1944; thence reversing the line of said tract S. 77 deg. 50' E. 9.7 poles to a pin oak tree in a wire fence; thence near and along said fence continuing with said tract S. 82 deg. 15' E. 28.5 poles to three small white oak trees in said fence; thence N. 88 deg. 40' E. 12.7 poles to a set stone, located south 4 feet from a chestnut oak tree marked for pointers; thence S. 85 deg. 00' E. 16.3 poles to a white oak tree in said fence on top of a knob and a ridge; thence N. 75 deg. 30' E. 6.9 poles to a set stone in said fence, the beginning corner to said 1.44 acres tract and corner to a tract of 133.1 acres owned by said Kimble and wife, also a corner to the 128.6 acre tract hereinbefore mentioned; thence with original line of said tracts along and near the top of a ridge and near said wire fence N. 72 deg. 30' E. 2.72 poles to a pin oak; thence N. 85 deg. 00' E. 16 poles to a stone with three white oak and pin oak pointers; thence S. 74 deg. 45' E. 6.84 poles to a pin oak; thence S. 71 deg. 50' E. 12.88 poles to a stone located N. 72 deg. 00' W. 2 feet from a large fencepost marked as pointer; thence leaving the top of said ridge S. 18 deg. 45' W. 23.2 poles to a stone set at the north side of an old road; thence S. 58 deg. 50' E. 10.68 poles to a white oak; thence S. 64 deg. 15' E. 17.84 poles to a dead white oak and a hickory sprout; thence S. 58 deg. 10' E. 26.75 poles to a white oak; thence S. 25 deg. 40' W. 6.8 poles crossing a drain to the south side thereof to a stone located N. 64 deg. 20' W. 1 pole from a sugar marked as pointer, two small ash trees also marked as pointers; thence S. 64 deg. 20' E. centering said

sugar tree at 1 pole, another sugar tree at 5.12 poles, 6 poles in all to a stone on the south side of said drain, ash and ironwood marked as pointers; thence crossing said drain N. 25 deg. 40' E. 6.8 poles to a stone in wire fence; thence S. 64 deg. 20' E. 17.76 poles to a sugar in wire fence; thence S. 75 deg. 20' E. 13.85 poles to a set stone in original line, and fourth corner to a tract of 4.83 acres first above mentioned; thence reversing the lines of said tract (M.B. 1944) S. 17 deg. 20' W. passing the east edge of a large locust tree at 41 feet, 173 feet in all to a stonepile located N. 17 deg. 20' E. 2 feet from a pointer marked sugar tree, another sugar tree pointer marked on the north bank of Deep Hollow Run; thence crossing said run S. 36 deg. 30' W. 3.4 poles to a large sugar tree on a steep bank, same course continued 36.6 poles in all to a set stone; thence S. 32 deg. 00' E. 19.6 poles to the place of the BEGINNING, containing 100 acres, more or less and being the same parcel of real estate conveyed to James Harbaugh by Thomas A. Carr and wife, by deed dated April 19, 1948 and recorded among the Land Records of Allegany County, Maryland.

There is EXCEPTED AND RESERVED from the above conveyed parcel of land a tract of 4.162 acres, more or less, conveyed to Oliver K. Moreland, Jr., and Sadie L. Moreland, his wife, by Raymond C. Kesner and Nina E. Kesner, his wife, by deed dated June 14, 1946 and recorded among the Land Records of Allegany County, Maryland, in Liber R.J. 209, folio 452.

There is also excepted and reserved from the above described property a right of way not to exceed 20 feet in width from the remainder of the property of Loy E. Kesner and Della F. Kesner, his wife, to the right of way reserved in conveyances made Henry A. Kimble and wife, located on an old used road leading out to U. S. Route No. 220 by way of the Methodist Church.

There is also excepted and reserved from the above described

property the right to fence and enclose that portion of the above described tract, viz: Beginning at a large pin oak tree, thirteenth corner of said 100 acre tract and running N. 28 deg. 30' W. 56 feet to a small red oak; same course continued 34 feet more, making 90 feet in all to a point at west edge of Deep Hollow Run; thence up said run S. 61 deg. 30' W. 30 feet to a point in said run; thence S. 28 deg. 30' E. 90 feet to two sycamores in the 14th line of said tract, providing a right of way to water for the land of Loy E. Kesner and Della F. Kesner, his wife, 30 feet in width.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said mortgagor

his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its personal representatives, successors or assigns.

~~executor or administrator or assigns~~ the aforesaid sum of

Three Thousand Six Hundred (\$3600.00) Dollars, as hereinbefore set forth, payable in manner and form as herein stated, and especially the payments of \$44.00 and the interest each month

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

mortgagor

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said mortgagee,

its successors, personal representatives,

~~heirs, executors, administrators or assigns~~ and assigns, or James H. Swadley, Jr., his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said mortgagor

his

heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor representatives, heirs or assigns.

And the said mortgagor

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and

Assigns, the improvements on the hereby mortgaged land to the amount of at least
 Three Thousand six hundred and no/100 - - Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
 its personal representatives,
 to insure to the benefit of the mortgagee, successors or assigns, to the extent
 of its - - their lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor

Attest:

James Harbaugh [SEAL]
 James Harbaugh [SEAL]

THE NATIONAL BANK OF KEYSER, W.VA. a corporation [SEAL]

BY Jos. E. Patchett [SEAL]
 Jos. E. Patchett, its President



West Virginia,
 State of Maryland,
 Mineral
 Allegany County, to-wit:

I hereby certify, That on this 18th day of February
 in the year nineteen Hundred and Fifty four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
 James Harbaugh, single, whose name is signed to the mortgage hereto
 annexed, bearing date the 11th day of February, 1954, and being the
 within named mortgagor,
 and acknowledged the foregoing mortgage to be his
 act and deed; and at the same time before me also personally appeared Joseph E. Patchett,
 President of the National Bank of Keyser, W.Va. a corporation,
 the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission expires Apr 5, 1954



Compared and noted *correct*
To *Wm. L. Hesterport The*
March 9 1954

BOOK 302 PAGE 569

FILED AND RECORDED FEBRUARY 19th 1954 at 10:45 A.M.

This Mortgage, Made this Seventeenth day of February-----

in the year Nineteen Hundred and Fifty four-----, by and between

Ray L. Pearce and Verda V. Pearce, husband and wife-----

of Westernport, Allegany-----County, in the State of Maryland-----

parties of the first part, and The Citizens National Bank of Westernport,

Maryland, a corporation, organized under the national banking laws
of The United States of America.

of Westernport, Allegany-----County, in the State of Maryland-----

party of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto
the party of the second part in the full and just sum of two thousand
and dollars (\$ 2000.00), which debt is evidenced by their promissory
note of even date herewith, executed jointly with Billy D.
Pearce and Modena A. Pearce, payable on demand with interest to the
order of The Citizens National Bank of Westernport, Maryland, at
its banking house in Westernport, Maryland. And Whereas, it was
understood and agreed between the parties hereto, prior to the
lending of said money and the giving and acceptance of said note
that this mortgage should be executed,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said parties of the first part-----

do ----- give, grant, bargain and sell, convey, release and confirm unto the said party of
the second part, its successors-----

and assigns, the following property, to-wit:

All those two certain lots of ground known as Lots numbers
three ninety seven and 398 on the plat of Hammond's Addition in the
town of Westernport, Allegany County, Maryland, fronting each fifty
feet on the West side of Lynn Street, and being the same property
which was conveyed unto the parties of the first part herein by deed
from John W. Moorehead, et ux, dated October 18, 1947 and which deed
was duly recorded among the land records of Allegany County, Maryland
on October 31, 1947, and to which deed so recorded, a reference is
hereby made for a more definite and particular description of the
property hereby conveyed.

Also Lot No. 396 in Hammond's Addition to Westernport, which was conveyed to the said mortgagors by deed from Arthur Curling et ux, by date of May 12, 1931, recorded in Liber No. 165 Folio 269

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their-----
----- heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, its successors-----
or assigns, the aforesaid sum of two thousand dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their-----part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of
the first part, their heirs and assigns -----
----- may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said parties of the first part-----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the
second part, its successors-----

and assigns, or Horace P. Whitworth, its-----
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first
part, their----- heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their----- representatives, heirs or assigns.

And the said parties of the first part-----
----- further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or-----
assigns, the improvements on the hereby mortgaged land to the amount of at least two thousand
dollars ----- Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors, ----- or assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance

and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest
Charles J. Laughlin

Ray L. Pearce [SEAL]
Ray L. Pearce

+++++[SEAL]

Verda V. Pearce [SEAL]
Verda V. Pearce

State of Maryland.
Allegany County, to-wit:

I hereby certify. That on this Seventeenth day of February-----
in the year nineteen Hundred and Fifty four-----, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Ray L. Pearce and Verda V. Pearce, husband and wife-----
and each----- acknowledged the foregoing mortgage to be their voluntary-----
act and deed; and at the same time before me also personally appeared Horace P. Whitworth,
President of The Citizens National Bank of Westport, Maryland.
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and that he is the president
of the said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard B. Whitworth
Notary Public



Compared and Mailed *James E.*
Witgel Westport Md
March 9 1954

FILED AND RECORDED FEBRUARY 19 1954 at 10:45 A.M.

This Mortgage, Made this thirteenth day of February-----
in the year Nineteen Hundred and Fifty four-----, by and between
Lee S. Michael and Emily K. Michael, husband and wife-----

of Westport, Allegany----- County, in the State of Maryland-----
parties of the first part, and The Citizens National Bank of Westport,
Maryland, a corporation, organized under the national banking laws
of The United States of America.



of Westernport, Allegany-----County, in the State of Maryland-----
 party-----of the second part, WITNESSETH:

Ubercas,

The said parties of the first part are indebted unto the party of the second part in the full and just sum of sixteen hundred dollars (\$ 1600.00) for money lent, which loan is evidenced by the promissory note of the said parties of the first part, of even date herewith, payable on demand with interest to the order of the said party of the second part at The Citizens National Bank of Westernport, Maryland. And Whereas, it was understood and agreed between the parties hereto prior to the making of said loan and the giving of said note that this mortgage should be executed,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part-----

do-----give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns-----

and assigns, the following property, to-wit:

All that certain real estate situated in the town of Westernport, Maryland in Allegany County, known and numbered on the plat of Morrison's Third Addition to Westernport as lots numbers 50, 51 and 52. Each lot fronting fifty feet on the East side of Wood Street in said town and being the same property which was conveyed unto the said parties of the first part herein by deed from Elizabeth F. Morrison et al, dated June 14, 1949 and of record among the land records of Allegany County, Maryland in Liber No. 225 Folio 383, and to which deed so recorded a reference is hereby made for a more definite and particular description of the said property

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs

executors, administrators or assigns, do and shall pay to the said party of the second part, its successors-----
 or assigns, the aforesaid sum of sixteen hundred dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their-----part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of

the first part, their heirs or assigns-----

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-----

herby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the second part, its successors-----

and assigns, or Horace P. Whitworth, its----- his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first

part, their----- heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their----- representatives, heirs or assigns.

And the said parties of the first part-----

----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or----- assigns, the improvements on the hereby mortgaged land to the amount of at least

Sixteen hundred----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors----- or assigns, to the extent of its or----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest:

Richard D. Whitworth

Lee S. Michael [SEAL]

Emily K. Michael [SEAL]

Emily K. Michael

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this thirteenth day of February----- in the year nineteen Hundred and Fifty four-----, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Lee S. Michael and Emily K. Michael, husband and wife-----

and each acknowledged the foregoing mortgage to be their voluntary act and deed; and at the same time before me also personally appeared Horace P. Whitworth

President of The Citizens National Bank of Westernport, Maryland. the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and that he is the president of said bank duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard D. Whitworth
Notary Public



FILED AND RECORDED FEBRUARY 19th 1954 at 3:50 P.M.

This Mortgage, Made this 19th day of FEBRUARY
in the year Nineteen Hundred and Fifty - Four, by and between
BOWLING GREEN VOLUNTEER FIRE DEPARTMENT, INC., a corporation duly
incorporated under the laws of the State of Maryland,
of Allegany County, in the State of Maryland
party of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking
corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, The party of the first part is indebted unto the party
of the second part in the full and just sum of Seven Thousand and
no/100 (\$7,000.00) Dollars this day loaned the party of the first
part, which principal sum, with interest at five percent (5%) per
annum is to be repaid by the party of the first part to the party
of the second part in payments of not less than Seventy-five and
no/100 (\$75.00) Dollars per month, said payments to be applied first
to interest and the balance to principal; the first of said monthly
payments to be due and payable one month from the date hereof and to
continue monthly until the amount of principal and interest is paid
in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said party of the first part
does give, grant, bargain and sell, convey, release and confirm unto the said
party of the second part, its successors or

intended assigns, the following property, to-wit:

ALL those lots and parcels of ground situated in Bowling
Green, Allegany County, Maryland, and known as Lots Nos. 33, 34, 35
and 36 as shown on the Plat of Cover's Addition to Bowling Green,
and which are more particularly described as follows:

LOT NO. 33: BEGINNING at the end of the third line of Lot
No. 32 and thence reversing said third line North 7 degrees 20 min-
utes West 100 feet to a 15-foot alley; thence with said Alley North
82 degrees 40 minutes East 40 feet; thence South 7 degrees 20 minutes
East 100 feet to the Northerly line of Walnut Street; thence with
said Northerly line South 82 degrees 40 minutes West 40 feet to the
beginning.



Wetzel City
March 26 54

LOT NO. 34: BEGINNING at the end of the third line of Lot No. 33 and thence reversing said third line North 7 degrees 20 minutes West 100 feet to a 15-foot alley; thence with said Alley, North 82 degrees 40 minutes East 40 feet; thence South 7 degrees 20 minutes East 100 feet to the Northerly line of Walnut Street; thence with said Northerly line South 82 degrees 40 minutes West 40 feet to the beginning.

LOT NO. 35: BEGINNING at the end of the third line of Lot No. 34 and thence reversing said third line North 7 degrees 20 minutes West 100 feet to a 15-foot alley; thence with said alley North 82 degrees 40 minutes East 40 feet; thence South 7 degrees 20 minutes East 100 feet to the Northerly line of Walnut Street; thence with said Northerly line South 82 degrees 40 minutes West 40 feet to the beginning.

LOT NO. 36: BEGINNING at the end of the third line of Lot No. 35, and thence reversing said third line North 7 degrees 20 minutes West 100 feet to a 15-foot alley; thence with said alley North 82 degrees 40 minutes East 40 feet; thence South 7 degrees 20 minutes East 100 feet to the Northerly line of Walnut Street; thence with said Northerly line South 82 degrees 40 minutes West 40 feet to the beginning.

(A plat of said lots is recorded in Plat Case Box No. 157 in the office of the Clerk of the Circuit Court for Allegany County, Maryland.)

BEING the same property which was conveyed to the party of the first part by Ralph G. Cover, et ux., by deed dated the 1st day of September, 1949, and recorded in Liber No. 226, folio 647 of the Land Records of Allegany County, reference to which deed is hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, its successors
~~heirs, executors, administrators~~ or assigns, do and shall pay to the said
party of the second part, its successors
~~executor - administrator~~ or assigns, the aforesaid sum of

Seven Thousand and no/100 (\$7,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

party of the first part

hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~heirs, executors, administrators~~ and assigns, or William M. Somerville, its
 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-

berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

party of the first part, its successors heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor its representatives, heirs or assigns.

And the said party of the first part

further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Seven Thousand and no/100 (\$7,000.00)----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, Corporate the hand and seal of said mortgagor and the signature of the President thereof.

Signed, Sealed and Delivered in the presence of

BOWLING GREEN VOLUNTEER (SEAL)

FIRE DEPARTMENT, INC. (SEAL)

By Paul H. Morgan (SEAL) President

(Corporate Seal)

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 19th day of FEBRUARY January

in the year nineteen Hundred and Fifty - Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

President of Bowling Green Volunteer Fire Department, Inc., a corporation,

and acknowledged the foregoing mortgage to be of said Corporation; act and deed, and at the same time before me also personally appeared

John H. Mosner, Cashier of

the within named mortgagee, and made oath in due form of law, that the consideration mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Chas. E. Shaw
Notary Public

FILED AND RECORDED FEBRUARY 20th 1954 at 10:50 A.M.

This Mortgage, Made this _____ day of February
in the year Nineteen Hundred and Fifty-Four _____, by and between

**Elizabeth Gertrude Wingate, widow, and Florence
Kathleen Light and George R. Light, her husband,**



of Allegany County, in the State of Maryland
parties of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said **Elizabeth Gertrude Wingate, widow, and Florence
Kathleen Light and George R. Light, her husband,**
stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of One Thousand and no/100
Dollars (\$ 1,000.00), to be paid with interest at the rate of six per cent (6 %) per
annum, to be computed monthly on unpaid balances, in payments of at least
Ten and no/100 Dollars (\$ 10.00) per month plus interest; the first of said monthly
payments being due one month from the date of these presents and each and every month there-
after until the whole principal, together with the interest accrued thereon, is paid in full, to secure
which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section
2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted
with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments
thereto.

Now, Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said **Elizabeth Gertrude Wingate, widow
and Florence Kathleen Light and George R. Light, her husband,**

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-
LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-
erty, to-wit:

All that lot or parcel of ground in or near the City of Cumberland,
Allegany County, Maryland, known as Lot No. 113 in "Southside
Addition to Cumberland", and more fully described as follows,
to wit:

Beginning for said parcel of land on the East side of Arch Street,
at the end of the first line of Lot No. 112; and running thence with
Arch Street South 18 degrees 34 minutes West 40 feet; thence South
71 degrees 26 minutes East 100 feet to Hattie Alley; thence with
Hattie Alley North 18 degrees 34 minutes East 40 feet to the end of
the second line of Lot No. 112; and thence reversing said line North
71 degrees 26 minutes West 100 feet to the beginning.

It being the same property which was conveyed unto the said
Elizabeth Gertrude Wingate and Florence Kathleen Light by **A. Martene
Manges, Trustee**, by deed dated June 28th, 1950, and recorded in

Liber 230, folio 37, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Elizabeth Gertrude Wingate, widow and Florence Kathleen Light and George R. Light, her husband,
their heirs, executors, administrators or assigns, do and shall pay to the said

CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of One Thousand-----Dollars (\$ 1,000.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Elizabeth Gertrude Wingate, widow, and Florence Kathleen Light and George R. Light, her husband may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Elizabeth Gertrude Wingate, widow, and Florence Kathleen Light and George R. Light, her husband, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

F. Brooke Whiting

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Elizabeth Gertrude Wingate, widow, and Florence Kathleen Light and George R. Light, her husband,
their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor or, their representatives, heirs or assigns.

And the said Elizabeth Gertrude Wingate, widow, and Florence Kathleen Light and George R. Light, her husband

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand-----Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Mary B. White

Mary B. White

Elizabeth Gertrude Wingate
 Elizabeth Gertrude Wingate

Florence Kathleen Light
 Florence Kathleen Light

George R. Light
 George R. Light

State of Maryland,
 Allegany County, to-wit:

I hereby certify. That on this 19th day of February
 in the year nineteen Hundred and Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Elizabeth Gertrude Wingate, widow, and Florence Kathleen Light
 and George R. Light, her husband,

and they acknowledged the foregoing mortgage to be their
 act and deed; and at the same time before me also personally appeared

Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumber-
 land, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is
 the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumber-
 land, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Mary B. White
 Notary Public.

Compared and Mailed Deeds
To Mtgee Frostburg Md
March 9 1954

FILED AND RECORDED FEBRUARY 20th 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 19TH day of FEBRUARY, 19 54, by and between
EMMA C. WINNER

of FROSTBURG, MARYLAND, In the State of Maryland, Mortgagor, and THE FIDELITY
 SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor justly indebted unto the Mortgagee in the full and just sum of ONE
THOUSAND FIVE HUNDRED THIRTY AND 10/100 (\$1,530.10)

which is to be repaid in 25 consecutive monthly installments of \$ 64.00 each, beginning one month from
 the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said
 Mortgagor do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground
 and premises located in NEAR CONSOL VILLAGE, OUTSIDE OF FROSTBURG, ALLEGANY COUNTY, MARYLAND

and more fully described in a Deed from GEORGE STERN, TRUSTEE, dated APRIL 25, 1933,
 recorded among Land Records of ALLEGANY COUNTY, MARYLAND, Liber 172, Folio 416

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances
 and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the

said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor HER heirs, executors, administrators or assigns, do £3 and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on HER part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor hereby covenants to pay when legally demandable.

AND, the said Mortgagor further covenants to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to, apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagor HER heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagor HER representatives, heirs or assigns.

WITNESS MY hand and seal

Emma C. Winner (SEAL)
EMMA C. WINNER

ATTEST:

Rachel Krierien (SEAL)
RACHEL KRIERIEN

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 19TH day of FEBRUARY, 1954, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared

EMMA C. WINNER
the Mortgagor named in the foregoing mortgage and PRESIDENTY acknowledged the foregoing mortgage to be HER act. At the same time also appeared WILLIAM W. YATES, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true and bona fide as therein set forth.

AS WITNESS MY hand and seal.

Rachel Krierien (SEAL)
Notary Public
RACHEL KRIERIEN

FILED AND RECORDED FEBRUARY 23rd 1954 at 11:00 A.M.

THIS MORTGAGE, Made this 22nd day of february, 1954,

by and between JANET S. HEACOX and RICHARD D. HEACOX, her husband, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Ten Thousand (\$10,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said parties of the first part covenant and agree to pay





in equal monthly installments or not less than Eighty Four Dollars and Thirty eight cents (\$84.38) beginning on the 22nd day of March, 1954, and a like and equal sum of not less than Eighty Four Dollars and Thirty eight Cents (\$84.38) on the said 22nd day of each and every month thereafter, said monthly payments to be applied first to interest and the balance to unpaid principal debt until the 22nd day of February, 1964, when the entire unpaid principal debt together with interest due thereon shall become due and payable.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party or the second part to the parties or the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying or the costs or any repairs, alterations or improvements to the hereby mortgaged property, the said parties or the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

FIRST PARCEL: ALL that lot or parcel of ground situated along the easterly side of Oaklawn Avenue (as laid out between "LaVale Home Addition" and the "Subdivision of Clary Property"), about four miles westerly from the City of Cumberland, Maryland, being part of said "Subdivision of Clary Property" and which is more particularly described by metes and bounds as follows:

BEGINNING for the same at a stake standing on the easterly side of Oaklawn Avenue, as above mentioned, said stake standing on the northerly bank of a small run, distant 555.83 feet measured in a southerly direction along the easterly side of Oaklawn Avenue from the southerly edge of the concrete paving on the National Pike, said beginning point also standing North 73 degrees 44 minutes West 78.8 feet from the northwesterly corner of a frame bungalow which now stands on the property hereby intended to be conveyed, and running thence with said easterly side of said Oaklawn Avenue, and the same extended, South 39 degrees 22 minutes East 951.82 feet to a large planted stone,

thence north 33 degrees 07 minutes East 213.55 feet to a stake standing on the westerly side of a sixteen foot lane between Forest Glen Addition and the property intended to be hereby conveyed, said stake standing South 33 degrees 07 minutes West 16.85 feet from a concrete monument which marks the southeasterly corner of the entire property or which this is a part, thence, with said side or said lane, North 38 degrees 41 minutes West 887.55 feet to a stake, thence leaving said side or said lane, South 50 degrees 38 minutes West 214.28 feet to the place of beginning. All courses of this description refer to the Magnetic Meridian of 1935 and all Distances are Horizontal.

It being the same property which was conveyed to Wilbur K. Bishop and Janet S. Bishop, his wife, as tenants by the entireties, in a deed dated February 12, 1946 from W. Earle Cobey, Trustee, of record in Liber 207, folio 221; the full and complete title to which vested in Janet S. Bishop, widow, by operation of law upon the death of said Wilbur K. Bishop on April 3, 1950; the said Janet S. Bishop, widow, having since intermarried with Richard D. Heacox.

SECOND PARCEL: ALL the following lots or parcels of ground lying in Election District No. 29, in Allegany County, Maryland, and designated on a Plat of LaVale Home Addition as Lots Nos. 123, 124, 125, 126, 127 and 128, which Plat is recorded in Deeds Liber No. 121, folio 86, among the Land Records of Allegany County, Maryland, and which are more particularly described as follows, to wit:

BEGINNING at a peg on the North side of Augustus Street at the intersection of Augustus Street and Oaklawn Avenue, and running thence with said street South 43 degrees 30 minutes West 157 feet to a 12 foot alley; and with said alley, North 45 degrees 30 minutes West 115 feet to a 15 foot alley; and with said alley, North 43 degrees 30 minutes East 167.9 feet to Oaklawn Avenue; and with said Avenue South 40 degrees 05 minutes East 115.6 feet to the beginning.

It being the same property which was conveyed to Wilbur K. Bishop and Janet S. Bishop, his wife, as tenants by the entireties, in a deed dated July 8, 1946 from Edward V. Coyle, Surviving Executor, et al., of record in Liber 210, folio 402; the full and complete title to which vested in Janet S. Bishop, widow, by operation of law upon the death of said Wilbur K. Bishop on April 3, 1950; the said Janet S. Bishop, widow, having since intermarried with Richard D. Heacox.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Ten Thousand (\$10,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part, as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all or which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

BUT in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland,

which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party or the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half or the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Ten Thousand (\$10,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seal of the said mortgagors.

WITNESS as to both:

Janet S. Heacox (SEAL)
JANET S. HEACOX

A. A. Helmick

Richard D. Heacox (SEAL)
RICHARD D. HEACOX

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 22nd day of February, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JANET S. HEACOX and RICHARD D. HEACOX, her husband, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the named mortgagee, and made oath in due form of law that consideration in said mortgage is true and bona fide as



...set forth.

WITNESS my hand and Notarial Seal.

A. A. Hahn
Notary Public

My Commission expires May 2, 1955

Compared and Mailed *January 1*
To *Rev. R. Hughes, City*
March 1, 1954

FILED AND RECORDED FEBRUARY 23rd 1954 at 9:00 A.M.

This Mortgage, made this *23* day of February, in the
year Nineteen Hundred and fifty-four, by and between

Saul H. Smith, widower,

hereinafter called Mortgagor, which
expression shall include his heirs, personal representatives, successors and assigns where
the context so admits or requires, of Allegany County, State of Maryland, part y of the first part and

Julia A. C. Raphael and Mary Alida Raphael

hereinafter called Mortgagees, which expression shall include their heirs, personal represen-
tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of
Maryland, part 1 of the second part, witnesseth:

WHEREAS, The said Mortgagor is justly and bona fide indebted
unto Julia A. C. Raphael in the full sum of Seven Hundred (\$700.00)
Dollars, and unto Mary Alida Raphael in the full sum of Seven Hundred
(\$700.00) Dollars, making a total indebtedness as evidenced by this
Mortgage for Fourteen Hundred (\$1400.00) Dollars, together with the
interest thereon at the rate of Six per centum (6%) per annum payable
semi-annually. The said Mortgagor hereby covenants and agrees to make
payments on the account of the principal indebtedness as herein stated
of not less than One Hundred Fifty (\$150.00) Dollars at each semi-
annual interest period and to pay in addition thereto the interest
thereon at the rate aforesaid.

This Mortgage is executed to secure part of the purchase money for the
first property herein described and conveyed and is therefore, a Pur-
chase Money Mortgage.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises
and the sum of One Dollar, in hand paid, the said Mortgagor do hereby bargain and sell, give,
grant, convey, release and confirm unto the said Mortgagees the following property, to-wit:

All that lot or parcel of ground situated on Lake Avenue about one
mile Northeasterly of the City of Cumberland, Maryland, being all of
Lot Number 485, Section "A", as shown on Amended Plat No. 2 of Bowman's
Cumberland Valley Addition to Cumberland, and described as follows,
to-wit:

BEGINNING at a point on the Westerly side of Lake Avenue at the end
of the first line of Lot Number 486, and running with the Westerly side
of Lake Avenue, South 22 degrees 10 minutes West 40 feet, then North 67
degrees 50 minutes West 150 feet to the Easterly side of an alley, then
with the Easterly side of said alley, North 22 degrees 10 minutes East

to the southerly line of Lot Number 486 and with said line of Lot Number 486, South 67 degrees 50 minutes East 150 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagor by Charles W. Lee and wife by deed dated the 15th day of February, 1954, and to be duly recorded among the Land Records of Allegany County.

ALSO: All those two lots or parcels of ground lying and being in Allegany County, Maryland, known as Lots Nos. 120 and 121 in the L & L Park Addition, a plat of which is recorded in Plat Case Box No. 99 of the Land Records of Allegany County, Maryland, which said lots intended to be hereby conveyed are more particularly described as follows, to-wit:

LOT NO. 120

BEGINNING for the same at a stake at the end of the first line of Lot No. 121 of the aforementioned L & L Addition and running thence with the Northwest edge of Amcelle Boulevard, North 28 degrees 40 minutes East 30 feet to a stake standing at the Western intersection of Amcelle Boulevard and Second Street and running thence with the Southwest edge of Second Street, North 48 degrees 50 minutes West 127-5/10 feet to a stake, thence South 28 degrees 40 minutes West 57-5/10 feet to a stake standing at the end of the second line of Lot No. 121 of the said L & L Park Addition, thence reversing said second line, South 61 degrees 20 minutes East 125 feet to the beginning.

LOT NO. 121

BEGINNING FOR THE same at a stake standing at the end of the first line of Lot No. 122 of the aforementioned L & L Park Addition and running with the Northwest edge of the Amcelle Boulevard, North 28 degrees 40 minutes East 30 feet to a stake, thence North 61 degrees 20 minutes West 125 feet to a stake, thence South 28 degrees 40 minutes West 30 feet to a stake standing at the end of the second line of Lot No. 122 of the said L & L Park Addition, thence reversing said second line, and running South 61 degrees 20 minutes East 125 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagor by Aaron Lazarus, Jr. et al, by deed dated the 21st day of August, 1952, and recorded in Liber No. 243, folio 366, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of ground lying and being in Allegany County, Maryland, and known as Lot No. 200 in the L & L Park Addition, a plat of which is recorded in Plat Case Box No. 99 of the Land Records of Allegany County, Maryland, which said lot intended to be hereby conveyed is more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing at the end of the second line of Lot No. 223 of the aforementioned L & L Park Addition, said stake also stands on the third line of Lot No. 123 of said Addition, and thence reversing said third line, also third line of Lots Nos. 122-121 and 120 of said Addition, North 28 degrees 40 minutes East 127-5/10 feet to a stake standing on the Southwest edge of Second Street, said stake also stands at the end of the second line of Lot No. 120 of said Addition and running thence with Second Street, North 48 degrees 50 minutes West 30 feet to a stake, thence South 41 degrees 10 minutes West 125 feet to a stake, thence South 48 degrees 50 minutes East 60 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagor by Aaron Lazarus, Jr. et al, by deed dated the 21st day of April, 1953, and recorded in Liber No. 249, folio 209, one of the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid

Fourteen Hundred (\$1400.00) Dollars

and in the meantime shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant s to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagor

duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some Insurance company or companies acceptable to the Mortgagees, the improvements on the hereby mortgaged land to an amount of at least Fourteen Hundred (\$1400.00) Dollars dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagees to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said Insurance when due.

WITNESS the hand and seal of said Mortgagor

Attest:

George R. Hughes

Saul H. Smith (SEAL)

Saul H. Smith

(SEAL)

(SEAL)

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 19th day of February, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Saul H. Smith, widower,

the within named Mortgagor, and acknowledged the foregoing mortgage to be his act and deed. And at the same time, before me, also personally appeared Julia A. C. Raphael and Mary Alida Raphael

the within named Mortgagees, and made oath in due form of law that the contents of said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notary Seal the day and year last above written.



George R. Hughes
Notary Public

FILED AND RECORDED FEBRUARY 23rd 1954 at 2:30 P.M.THIS MORTGAGE, Made this 19th day of February

1954, by and between Abraham Feldstein and Lee J. Feldstein, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagors, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said Abraham Feldstein and Lee J. Feldstein, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Fifty-Two Thousand Three Hundred Twenty and 25/100 (\$52,320.25) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five per centum (5%) per annum, payable quarterly as it accrues, at the Office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1954.

NOW, THEREFORE, in consideration of the premises, and the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Abraham Feldstein and Lee J. Feldstein, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground situated on the East side of Wineow Street, in Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing South 22 degrees and 45 minutes West 207 feet from the point of intersection of the East line of Wineow Street with the center point between the rails of the Baltimore and Ohio Railroad track that crosses over Wineow Street, said stake is also supposed to be the end of the tenth line of parcel of ground conveyed by William Walsh, et al, to the Chesapeake and Ohio Canal Company by deed dated the first day of July, 1878, and recorded in Liber No. 51, folio 231, as shown on Plat B filed in Case, William Walsh, et al, vs Jane McIntyre, No. 9 Trials, April Term, 1887 in the Circuit Court for Allegany County, it being also the end of Dixon Lot and also the point of division line of Baltimore and Ohio Railroad and the

property herein conveyed and continuing thence, assuming the present East line of Wineow Street to be 7.8 feet from the present West side of curb line as now located, and the line of Wineow Street to be South 22 degrees and 45 minutes West (using vernier readings, calculated to magnetic bearings and horizontal measurements) and continuing thence with the lines of that parcel of ground conveyed by William Walsh, et al, to Richard D. Johnson, by deed dated the 17th day of June, 1899, and recorded among the Land Records of Allegany County in Liber 86, folio 222, etc., South 22 degrees and 45 minutes West 169 feet to an iron stake standing North 37 degrees and 03 minutes West 10.1 feet from the Northwest corner of Brick building that stands on the adjoining lot, thence, South 67 degrees and 20 minutes East 115½ feet to a stake on the West edge of Baltimore and Ohio Railroad Right-of-way, thence with right-of-way, North 32 degrees and 30 minutes East 126 feet to a stake, thence North 24 degrees and 58 minutes East 60-15/100 feet to a stake corrected standing near the center of Baltimore and Ohio Railroad track that crosses over Wineow Street, thence with the division line of the Baltimore and Ohio Railroad Company and the property herein conveyed, North 73 degrees and 30 minutes West 140 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Johnson Realty Corporation by deed dated March 19, 1946, and recorded in Liber No. 207, folio 715, one of the Land Records of Allegany County.

2 ALSO: All those certain lots or parcels of ground situated and lying on Wineow Street in the City of Cumberland, Maryland, which were conveyed by R. D. Johnson to the R. D. Johnson Milling Company by deed bearing date the 20th day of March, 1883, and recorded in Liber No. 59, folio 525, one of the Land Records of Allegany County, the lots and parcels of ground therein intended to be conveyed being more particularly described as follows:

1. All those parcels of ground described in a deed from Ferdinand Williams, Trustee, to the said R. D. Johnson, bearing date the 25th day of September, 1878, and recorded in Liber No. 52, folio 512, one of the said Land Records.
2. All that parcel of ground described in a deed from John T. Milford and Sarah Milford, his wife, to the said R. D. Johnson bearing date the 17th day of May, 1878, and recorded in Liber No. 52, folio 35, one of said Land Records.
3. All that parcel of ground described in a deed from

Mary Dummel and Benjamin Rinsky to R. D. Johnson, bearing date the 6th day of May 1882, and recorded in Liber 57, folio 527, one of said Land Records.

ALSO: All that certain lot or parcel of ground situated on Wineow Street in the City of Cumberland, and adjoining the aforesaid lots and parcels of land and being the same parcel conveyed by Richard D. Johnson to the R. D. Johnson Milling Company of Cumberland, Maryland, by deed bearing date the 9th day of December, 1909, and recorded in Liber No. 105, folio 344, one of the Land Records of Allegany County.

ALSO: All that said lot or parcel of ground situated on Wineow Street in the City of Cumberland and adjoining the aforesaid lots and parcels of land and being the same parcel conveyed by John W. Young and Carrie M. Young, his wife, to the R. D. Johnson Milling Company of Allegany County, by deed bearing date the 14th day of February, 1913, and recorded in Liber No. 111, folio 658, one of the Land Records of Allegany County, Maryland.

It being the same property which was conveyed unto Abraham Feldstein by deed dated December 3, 1942, from Benjamin Waingold and wife, and recorded in Liber 194, folio 671, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of ground situated on the Easterly side of Wineow Street in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING for the same on the Easterly side of Wineow Street at a point bearing North 40 degrees and 50 minutes East 3 feet from the intersection of the Easterly side of said Street with the line of the Northerly side of the double frame dwelling house No. 144 and 146 Wineow Street (located on the land herein described) prolonged in a Westerly direction, said beginning point being also 104.8 feet in a straight line measured in a Southwesterly direction from the Southwesterly corner of the brick and frame building known as Johnson's Mill and running thence with the Easterly side of said Street, South 40 degrees and 50 minutes West 55 feet to the intersection of the Easterly side of the said street and with the line of the division fence on the Southerly side of the land herein described, then with the line of said fence, South 42 degrees and 22 minutes East 94 feet to the Westerly limits of the Baltimore and Ohio Railroad Company as marked by a fence and line of said fence extended, then with said limits, North 41 degrees and 9 minutes East 49.2 feet to intersection of said limits with a line drawn from the beginning parallel and three feet

Northerly from the Northerly side of the most Northerly wall of the aforesaid double frame dwelling house, then North 30 degrees 35 minutes West passing parallel and three feet Northerly from said wall 95.8 feet to the beginning.

It being part of the same property which was conveyed unto them by George F. Hazelwood Company by deed dated March 12, 1946, and recorded in Liber No. 207, folio 624, one of the Land Records of Allegany County.

By deed dated December 31, 1952, and recorded in Liber No. 247, folio 56 of said Land Records, Abraham Feldstein and Lee J. Feldstein, his wife, conveyed out of the above property a small strip two feet wide by 18.6 feet long to Fred W. Jenkins and wife. This conveyance was evidently made to straighten a division line between their two properties.

6 ALSO: All that lot or parcel of land lying and being in the City of Cumberland, Allegany County, Maryland, and known and designated as Lot No. 565 in the Humbird Land and Improvement Company's Addition to South Cumberland, Maryland, a Plat of which said Addition is recorded in Plat Book No. 1, folio 8, among the Land Records of Allegany County, Maryland, and which said lot is more particularly described as follows:

LOT NO. 565: BEGINNING on the South side of Potomac Street at the end of the first line of Lot No. 564, and running thence with said Street, South 53 1/4 degrees East 30 feet, then South 36 1/4 degrees West 150 feet to an alley, and with it, North 53 1/4 degrees West 30 feet to the end of the second line of Lot No. 564, and with it reversed, North 36 1/4 degrees East 150 feet to the beginning.

It being the same property which was conveyed unto Abraham Feldstein as Abe Feldstein by deed from Marie O. True, et al, dated the 2nd day of December, 1949, and recorded in Liber No. 227, folio 442, one of the Land Records of Allegany County.

7 ALSO: All that lot or parcel of ground situate, lying and being in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

BEGINNING at a point on the West side of Pear Alley (now Pear Street), said point being distant 89 feet from the end of the first line of the whole lot Number 25, or from the junction of Pear Alley (now called Pear Street) with the North side of Mechanic Street, and running thence with Pear Alley, North 24 1/4 degrees East 30 feet to the end of the second line of said whole lot No. 25, then North 60 degrees West 36 feet to the line of

Peter Martz's lot, then with the line of Peter Martz's lot, South $24\frac{1}{2}$ degrees West 30 feet, then South $55\frac{1}{2}$ degrees East 36 feet to the place of beginning.

It being the same property which was conveyed unto Abraham Feldstein and Fannie Feldstein, his then wife, by Thomas E. Morrison and wife, by deed dated October 26, 1936, and recorded in Liber No. 176, folio 114, one of the Land Records of Allegany County. The said Fannie Feldstein has since departed this life, thus vesting the complete title in and to said property unto Abraham Feldstein as the survivor.

ALSO: All that lot or parcel of ground situated on the Easterly side of Pear Street, formerly called Pear Alley, in the City of Cumberland, Allegany County, State of Maryland, the same being part of Lot No. 8 and part of Lot No. 26 in Beall's First Addition to the City of Cumberland, and more particularly described as follows, to-wit:

BEGINNING for the same at the end of the first line of a deed from the Real Estate and Building Company of Cumberland, Maryland, to John B. Billings, which said deed is recorded among the Land Records of Allegany County in Liber No. 75, folio 479, said point of beginning being also 50 feet distant from the end of the second line of a deed from Augustine Haas to the Real Estate and Building Company, and recorded as aforesaid in Liber No. 75, folio 477, and running thence with the second line of said Haas deed, North $30\frac{1}{2}$ degrees East 28 feet to the beginning of a deed from the Real Estate and Building Company to George W. Everstine, dated January 6, 1902, thence reversing the fourth line of said Everstine deed, and parallel with Centre Street, North $59\text{-}3\frac{1}{4}$ degrees West 67 feet to Pear Street (formerly called Pear Alley), thence with said Street, South $30\frac{1}{2}$ degrees West 28 feet to the end of the second line of said Billings deed, then with said second line reversed, South 60 degrees East 66 feet to the place of beginning.

It being the same property which was conveyed unto Abraham Feldstein by Annie C. Long, widow, by deed dated the 21st day of April, 1930, and recorded in Liber No. 163, folio 82, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of ground situated on the Westerly side of Maryland Avenue, in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Westerly side of Maryland Avenue with the Northerly side of Dog

Alley, and running thence with the Westerly side of Maryland Avenue, North 12 degrees 32 minutes West 13-9/100 feet to the center of the nine-inch brick partition wall dividing the house on the lot hereby conveyed and the adjoining house; and running thence through the center of said partition wall, and the same extended, South 77 degrees and 28 minutes West 100 feet to an alley; and with it, South 12 degrees and 32 minutes East 13-9/100 feet to the Northerly side of Dog Alley; and with it, North 77 degrees and 28 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed unto Abraham Feldstein by William R. Carscaden, Assignee of Mortgage for the purpose of Foreclosure, by deed dated the 14th day of November, 1941, and recorded in Liber No. 192, folio 82, one of the Land Records of Allegany County.

ALSO: All of the following described property situated in the City of Cumberland, Allegany County, Maryland, namely:

FIRST: All that piece or parcel of land fronting 25.5 feet, more or less on the Westerly side of Centre Street, Cumberland, Allegany County, Maryland, and extending back 90 feet, more or less, to the Old Mill Race.

SECOND: All that lot or parcel of ground fronting 24.1 feet on the Northerly side of Polk Street, Cumberland, Allegany County, Maryland, and having a depth of approximately 30 feet.

It being the same property which was conveyed unto Abraham Feldstein as Abe Feldstein by George Henderson and Edward J. Ryan, Trustees in No. 15,574 Equity, by deed dated July 23, 1940, and recorded in Liber 187, folio 394, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of ground situated on the Southerly side of North Centre Street in the City of Cumberland, Maryland, the same being part of a lot shown on the plat of Beall's First Addition to the City of Cumberland and more particularly described as follows, to-wit:

BEGINNING for the same at a point on the brick pavement on the South side of North Centre Street in the City of Cumberland, said point being the point of intersection of the division line with the South side of North Centre Street, as set forth in a Deed of Agreement between John M. Barrett, et ux, and William H. Ash dated October 28, 1890, and recorded in Liber No. 69, folio 155, one of the Land Records of Allegany County, and continuing thence, with the agreed division lines, magnetic bearings as of the original plot of aforesaid Beall's First Addition, South 25 degrees 30

minutes West 48 feet to a stake, thence South 54 degrees 30 minutes West 08 feet to a point, thence South 24 degrees 30 minutes West 87½ feet to a division line of fence and the third line of Lot Number 7 in said Addition, thence leaving the division lines of the aforementioned Deed of Agreement, and running with the third line reversed (and corrected) of parcel of ground conveyed from William H. Gardner, et ux, to William H. Ash, dated the 15th day of September, 1886, and recorded in Liber No. 63, folio 235, one of the Land Records of Allegany County, North 64 degrees 50 minutes West 33 feet to a stake standing at the end of the second line of the aforementioned deed from William H. Gardner to William H. Ash, thence reversing the second line, North 24 degrees 30 minutes East 142 feet to a fence post on the South side of North Centre Street, thence reversing the first line of said Ash deed, South 65 degrees 00 minutes 38 feet 8 inches to the beginning.

It being the same property which was conveyed unto Abraham Feldstein by James W. Webster, divorced, by deed dated the 27th day of March, 1941, and recorded in Liber No. 189, folio 414, one of the Land Records of Allegany County.

12 ALSO: All that real estate known as Lots Nos. 667, 668 and 731 of Section B as shown on the Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, and described as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of Forest Avenue at the Southeasterly corner of Lot No. 669, and running thence South 18 degrees 55 minutes West 90 feet, more or less, to the Northerly side of an alley fifteen feet wide, thence with the Northerly side of said Alley in a Westerly direction 210 feet, more or less, to the intersection of the Northerly side of said alley with the Easterly side of Trenton Street, thence with the Easterly side of said Street, North 18 degrees 55 minutes East 25 feet, more or less, to the Southwesterly corner of Lot No. 732, thence with the Southerly lines of Lots Nos. 732, and 669, South 71 degrees 5 minutes East 200 feet to the beginning.

It being the same property which was conveyed unto Abe Feldstein by F. Brooke Whiting and James Alfred Avirett, Trustees, by deed dated the 15th day of November, 1948, and recorded in Liber No. 223, folio 348, one of the Land Records of Allegany County.

13 ALSO: All that lot or parcel of ground lying and being in the City of Cumberland, Allegany County and State of Maryland and being part of Lot No. 56 of Beall's First Addition to the

Town of Cumberland and beginning for the part of said lot hereby conveyed at a stone, No. 56, standing on the North side of Madison Street (now Henderson Avenue) and on the West side of Huckleberry Alley, said point being also at the intersection of the North side of Madison Street with the West side of Huckleberry Alley and running thence with the said Madison Street (now Henderson Avenue), North 65 degrees West 20 feet; then North $21\frac{1}{2}$ degrees East 90 feet; then across the whole lot and by a line parallel to Madison Street (now Henderson Avenue), South 65 degrees East 20 feet to Huckleberry Alley; then with said Alley by a straight line to the place of beginning.

It being the same property which was conveyed unto Abraham Feldstein by Robert W. Young and Edith M. Young, his wife, by deed dated the 10th day of July, 1941, and recorded in Liber No. 190, folio 574.

ALSO all that right of way or easement conveyed to the said Robert W. Young and Edith M. Young, his wife, by Joseph Hughes and Anna M. Hughes, his wife, by indenture dated August the 11th, 1938, and recorded in Liber No. 181, folio 257, one of the Land Records of Allegany County, Maryland, reference to which said indenture is hereby especially made for a more particular description of the said easement.

14
ALSO: All that lot or parcel of ground situated on the Northerly side of North Mechanic Street, in the City of Cumberland, Allegany County, Maryland known and designated as part of Lot Number 26 in Beall's First Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same at a point on the Northerly side of North Mechanic Street, distant $3\frac{3}{4}$ feet in a Westerly direction with the Northerly side of said Street, from the Southwest corner of the foundation wall of the brick house now located on Lot No. 27, in said Addition and running thence with a line of fence, North $30\frac{1}{2}$ degrees East $112\frac{1}{2}$ feet to a point 150 feet from the Southerly side of North Centre Street measured at right angles to North Centre Street, thence across said Lot No. 26 parallel to and 150 feet distant from said North Centre Street North 60 degrees West $66\frac{1}{2}$ feet to Pear Alley, then with said Alley, South $30\frac{1}{2}$ degrees West 101 feet to North Mechanic Street, and with it, South $50\frac{1}{2}$ degrees East 66 feet to the place of beginning.

It being the same property which was conveyed unto Abe Feldstein by F. Brooke Whiting and Ruth Whiting, his wife,

by deed dated the 4th day of October, 1929, and recorded in Liber No. 161, folio 580, one of the Land Records of Allegany County.

15
ALSO: All that lot or parcel of ground situated and lying on Highland Street (now known as Henderson Boulevard) in the City of Cumberland, Allegany County, Maryland, known and designated as part of Lot No. 4 in Gephart's Second Addition to Cumberland and particularly described as follows, to-wit:

BEGINNING for the same at a stake on Highland Street at the corner of Lots Nos. 3 and 4, and running thence North $28\frac{1}{2}$ degrees East 70 feet, then parallel with Highland Street, South $61\text{-}3\frac{1}{4}$ degrees East 25 feet, then South $28\frac{1}{2}$ degrees West 70 feet to Highland Street, then with Highland Street, North $61\text{-}3\frac{1}{4}$ degrees West 25 feet to the place of beginning.

It being the same property which was conveyed unto Abraham Feldstein by Walter C. Capper, Assignee, by deed dated the 12th day of July, 1941, and recorded in Liber No. 190, folio 573, one of the Land Records of Allegany County.

16
ALSO: FIRST: All that lot or parcel of ground lying and being on Henderson Avenue, in Cumberland, Maryland, and being part of Lot No. 3 which lies North of the North side of Madison Street extended, beginning for the same at the stone marked "B" standing at the end of the third line of Lot No. "A", heretofore sold to Joseph Wagner, by deed dated July 11, 1865, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 23, folio 152, and reversing that line, North 24 degrees 25 minutes East 180 feet four inches to Constitution Alley, thence with said Alley, North 65 degrees 50 minutes West 28 feet 2 inches, thence cutting through said whole lot, South 25 degrees 5 minutes West about 176 feet 8 inches to the South side of North concrete gate post on Henderson Avenue, and with Henderson Avenue, South 62 degrees 10 minutes East about 28 feet 2 inches to the place of beginning.

SECOND: All the remaining part of that parcel of ground lying on Henderson Avenue, conveyed to George Wagner by Thomas I. McKaig, et al, by deed dated July 11th, 1865, and recorded in Liber No. 23, folio 152, one of the Land Records of Allegany County, and described as follows:

BEGINNING for the same at the beginning of the fourth line of the parcel described as "First", the same being the South side of North concrete gate post on Henderson Avenue, and running thence with the third line of the property described as "First" reversed, North 25 degrees 5 minutes East about 176 feet 8 inches

to Constitution Alley, and with said Alley, North 65 degrees 50 minutes West 27 feet, more or less, thence South 25 degrees 5 minutes West 176 feet 8 inches to Madison Street extended, (now called Henderson Avenue) and with it, South 62 degrees 10 minutes East 29 feet, more or less, to the South side of North concrete gate post, the place of beginning.

It being the same property which was conveyed unto Abe Feldstein and Lee J. Feldstein, his wife, by deed from George E. Baughman and Grace N. Baughman, his wife, dated the 4th day of March, 1947, and recorded in Liber No. 214, folio 75, one of the Land Records of Allegany County.

ALSO: All those four lots or parcels of land known as Lots Nos. 561, 562, 563 and 564 on the Plat of the Humbird Land and Improvement Company's Addition to Cumberland, said lots are situated on Potmac Street in the City of Cumberland, Maryland.

It being the same property which was conveyed unto Abe Feldstein by F. Brooke Whiting, Assignee of Mortgage for the purpose of Foreclosure by deed dated June 15, 1949, and recorded in Liber No. 225, folio 236, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Fifty-Two Thousand Three Hundred Twenty and 25/100 (\$52,320.25) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, THAT it shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the Mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made

in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER agreed, that until default is made, and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable, and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this Mortgage, then the entire Mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing

under this Mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Fifty-Two Thousand Three Hundred Twenty and 25/100 (\$52,320.25) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns of the respective parties hereto.

This loan is additionally secured by the pledging of two life insurance policies on the life of Abie Feldstein, and both being in the Equitable Life Assurance Society of the United States. Said policies are numbered as follows: Policy No. 4,544,154 and Policy No. 10,938,276.

WITNESS the hands and seals of the said Mortgagors, the day and year above written.

WITNESS:

Abraham Feldstein

Abraham Feldstein (SEAL)

Mary B. White

Lee J. Feldstein

Lee J. Feldstein (SEAL)

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 19th day of February, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Abraham Feldstein and Lee J. Feldstein, his wife, and each acknowledged the foregoing Mortgage to be their act and deed; and at the

same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named Mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the president, agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Mary B. White
Notary Public

FILED AND RECORDED FEBRUARY 23rd 1954 at 19:00 A.M.

This Mortgage, Made this 19th day of February in the year nineteen hundred and fifty-four, by and between

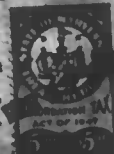
Charles M. Gerlach and Retha M. Gerlach, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Charles M. Gerlach and Retha M. Gerlach, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of **Eighty-Five Hundred (\$8500.00)** - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of **Five (5%)** per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on March 31, 1954



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Charles M. Gerlach and Retha M. Gerlach, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, parcel or tract of land situated in LaVale, in Allegany County, State of Maryland, on the Northwestern side of the National Turnpike, west of Cumberland, which is particularly described as follows, to-wit:

BEGINNING at a locust stake near a hedge row, (said stake being the second corner of the 20-acre tract conveyed by Jacob Gerlach to National Real Estate Company, by deed recorded among the Land Records of Allegany County in Liber 132, folio 580); thence with said 20-acre tract, North 42 degrees 45 minutes West, passing at 306.4 feet to an iron pipe distance in all 454.9 feet, to a locust stake near the end of an old fence, said stake being the third corner of said 20-acre tract, thence South 45 degrees 00 minutes West 144.8 feet to a locust stake, said stake being the fourth corner of said 20-acre tract, thence leaving said 20-acre tract and running with a line of the 50 acres and 90 perches conveyed to Jacob Gerlach on October 13, 1892, South 40 degrees 14 minutes East, passing at 251.7 feet an iron pin distance in all 457.6 feet, to a point on the Northwestern side of the National Pike, said point being in an old fence, thence with said fence and parallel to the National Pike, North 44 degrees 30 minutes East 165 feet to the beginning, containing 1.62 acres, more or less. (All bearing refers to the Magnetic Meridian of May, 1940).

It being the same property which was conveyed unto the said Mortgagors by Charles H. Gerlach, et al, by deed dated May 31, 1940, and recorded in Liber 186, folio 679, one of the Land Records of Allegany County.

This loan is additionally secured by a Chattel Mortgage by and between the same parties hereto and bearing even date herewith, it being understood, however, that the total amount of the loan as secured by this Mortgage and the Chattel Mortgage herein referred to is \$8500.00 with the interest at the rate therein stated.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eighty-Five Hundred (\$8500.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eighty-Five Hundred (\$8500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Charles M. Gerlach (SEAL)
Charles M. Gerlach

James M. Gerlach *Retha M. Gerlach* (SEAL)
James M. Gerlach Retha M. Gerlach

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 19th day of February in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Charles M. Gerlach and Retha M. Gerlach, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



James M. Gerlach
Notary Public

Compared and Mailed *sent*
To *Mtyle Frostburg Md*
March 9 54

LIBER 302 PAGE 594

FILED AND RECORDED FEBRUARY 23rd 1954 at 10:00 A.M.
This Mortgage, Made this 19th day of February in the year
Nineteen Hundred and Fifty-four by and between

JESSE EARL HARDEN and BEATRICE MAY HARDEN, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of TWO THOUSAND FOUR HUNDRED FORTY AND 00/100 ----- Dollars (\$2,440.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

TWENTY-SEVEN AND 20/100 ----- Dollars, (\$ 27.20) commencing on the 19th day of MARCH, 1954, and on the 19th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 19th day of FEBRUARY 1964. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part -----

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

FIRST PARCEL

All that lot or parcel of ground situated at Morantown, Allegany County, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron I beam stake standing at the end of the first line of a parcel of ground conveyed by Charles Harden et ux. to John Harden et ux. by deed dated December 1, 1943 and recorded among the Land Records of Allegany County, Maryland, in Liber No 198, folio 292, and continuing thence with said first line extended (magnetic bearings as of November 5, 1943 and with horizontal measurements) and with the first line of the said John Harden lot extended and with the Southwest side of a road leading to Parkersburg, South 35 degrees 30 minutes East 200 feet to an iron stake, thence parallel to the second line of the John Harden deed, South 35 degrees 6 minutes West 200 feet to an iron stake, then parallel to the first line of this description, North 35 degrees 30 minutes West 200 feet to an I beam stake standing at the end of the second line of said John Harden parcel of ground, thence reversing said second line North 35 degrees 6 minutes East 200 feet to the place of beginning.



BEING the same property which was conveyed to the parties of the first part by deed from Charles Harden and Mabel Harden, his wife, dated April 29, 1947 and recorded in Liber No. 214, folio 628 among said Land Records of Allegany County, Maryland.

SECOND PARCEL

ALL that adjoining lot or parcel of ground which is particularly described as follows: BEGINNING for the same at an iron stake, it being the end of the 4th line of a deed from the New York Mining Company to Walter Engle et ux, dated May 15, 1912 and recorded in Liber 110, folio 382 among said Land Records, it being a part of the Boston Purchase, and running thence, allowing for variations, North 3 degrees 3 minutes East 792 feet, intersecting the Southeastern edge of the right of way of the George Creek & Cumberland Railroad; thence with said right of way, North 67 degrees 46 minutes East 146.5 feet, thence North 62 degrees 6 minutes East 21.8 feet, thence North 59 degrees 16 minutes East 230.0 feet; thence North 54 degrees 44 minutes East 134.7 feet, thence North 43 degrees 39 minutes East 247.4 feet to the Southwest edge of the right of way of the County Road leading from Morantown to Eckhart, thence with said Road, South 35 degrees 30 minutes East 10 feet to the beginning point of the property conveyed to John Harden et ux. by deed from Charles Harden et ux. dated December 1, 1943 and recorded in Liber 198, folio 292, and running thence with the 4th and 3rd lines thereof reversed, South 46 degrees West 203 feet to an iron peg, thence North 35 degrees 30 minutes West 158.3 feet to an iron peg, it being also the end of the 3rd line of the "First Parcel" above described, thence running with the third line of said deed reversed, North 35 degrees 30 minutes West 200 feet; thence running across the whole lot described aforesaid South 29 degrees 33 minutes West 1154.03 feet intersecting at a point 17.3 feet of the 17th line of the whole lot, and running thence with the remainder of said 17th line, 273.00 feet to the place of beginning, containing 11.82 acres, more or less.

BEING the same property which was conveyed to the parties of the first part by deed from William Harden and Gladys Harden, his wife, dated August 26, 1953 and recorded in Liber No. 253, folio 201 among said Land Records of Allegany County, Maryland.

TOGETHER with all buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

(\$ 2,440.00) Dollars

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to issue to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or

claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Rachel E. Harden
RACHEL E. HARDEN
Rachel E. Harden
RACHEL E. HARDEN

Jesse Earl Harden
Jesse E. Harden (SEAL)
JESSE EARL HARDEN
Beatrice May Harden (SEAL)
BEATRICE MAY HARDEN

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 19th day of February in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

JESSE EARL HARDEN and BEATRICE MAY HARDEN, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared *Alvin K. Kelling*, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said *Alvin K. Kelling* did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Rachel Khieriem
Notary Public
RACHEL KHIERIEM

FILED AND RECORDED FEBRUARY 23" 1954 at 10:00 A.M.

PURCHASE MONEY

This Mortgage. Made this 18th. day of February in the year
Nineteen Hundred and Fifty-four by and between

ROY C. MCKENZIE and KATHLEEN M. MCKENZIE, his wife,
of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called
mortgagor, which expression shall include the plural as well as the singular, and the feminine as
well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF
FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the
Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings
Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of
ONE THOUSAND FIVE HUNDRED AND NO/100 ----- Dollars
(\$ 1,500.00) with interest at the rate of six per centum (6 %) per annum, for which
amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note
bearing even date herewith and payable in monthly installments of

Twenty-five ----- 00/00 Dollars,

(\$25.00) commencing on the 18th. day of ~~February~~ March, 1954
and on the 18th. day of each month thereafter until the principal and interest are
fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due
and payable on the 18th. day of February, 1960. Privilege is reserved to prepay at
any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible
at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part - - - - -

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

ALL that lot or parcel of ground situated and lying in Gilmore, Allegany County, Maryland, and being more particularly described as follows, to-wit:

BEGINNING at a peg on the North side of the County Road at the end of a line drawn South 20 degrees East 55 feet from the end of the third line of Lot No. 2 (as described in a deed from Jacob Outter et ux. to William Francis Gynn et ux. recorded in Liber 125, folio 538 among the Allegany County Land Records) and running thence with the line of the County Road, South 45 degrees East 47 feet, South 52½ degrees East 78 feet, South 65½ degrees East 54 feet, South 85 degrees East 60 feet, North 52 degrees East 35 feet, North 35 degrees East 76 feet, North 18 degrees East 271 feet, thence North 46 degrees West 60 feet to the line of the Cumberland and Westernport Electric Railroad, and with said lines, South 43 degrees West 119 feet, South 48½ degrees West 246 feet, South 65 degrees West 56 feet to the beginning; containing 1.4 acres, more or less.

BEING the same property which was conveyed to Emma E. Williams and James K. Williams, her husband, by deed from Sarah Gynn, widow, dated April 17, 1947 and recorded in Liber No. 214, folio 507, one of the Land Records of Allegany County, Maryland.

BEING ALSO the same property which was conveyed to the said Roy C. McKenzie and Kathleen M. McKenzie, his wife, by deed from the said Emma E. Williams and James K. Williams, her husband, dated the 8 day of February, 1953, and intended to be recorded among said Land Records simultaneously with this Mortgage which is executed to secure a part of the purchase price of the above described property and is, in whole, a PURCHASE MONEY MORTGAGE. Although said deed is dated as above noted it was, nevertheless, not delivered to the grantees until the execution of this Mortgage and both instruments are a part of one simultaneous transaction.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least - - - - -

ONE THOUSAND FIVE HUNDRED AND NO/100 - - - - - (\$ 1,500.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Edith H. Race
Edith H. Race
Edith H. Race
Edith H. Race

Edith H. Race (SEAL)
Edith H. Race

Kathleen M. Race (SEAL)
Kathleen M. Race

(SEAL)

(SEAL)

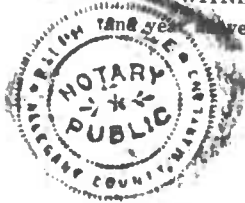
STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 18th. day of February in the year Nineteen
Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Mary-
land, in and for said County, personally appeared

ROY C. McKENZIE and KATHLEEN M. McKENZIE, his wife,

and each acknowledged the foregoing mortgage to be ^{their respective} ~~their~~ act; and at the same time, before me also personally appeared ^{Q. Alvin K. Gilling} ~~William B. Yates~~ Treasurer of THE
FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within
named mortgagee, and made oath in due form of law, that the consideration in said mortgage is
true and bona fide as therein set forth; and the said William B. Yates did further in like manner
make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized
by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day
and year above written.



Ralph M. Race
Ralph M. Race Notary Public